

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REALTY EXECUTIVES INTL. SVCS. LLC		12/10/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	ENTERPRISE BANK & TRUST		
Street Address:	3900 East Camelback Road, Suite 180		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	Chartered Trust Company: MISSOURI		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1037111	REALTY EXECUTIVES	
Registration Number:	1976442	THE ONLY COMPANY NAMED FOR ITS PEOPLE	
Registration Number:	2083460	REALTY EXECUTIVES	
Registration Number:	2083462	REALTY EXECUTIVES	
Registration Number:	2315331	REALTY EXECUTIVES	
Registration Number:	2489961	HOMES FROM THE HEART	
Registration Number:	2627961	REALTY EXECUTIVES HOMES FROM THE HEART	
Registration Number:	2797022	X	
Registration Number:	3437912	WHERE THE EXPERTS ARE	
Registration Number:	3773572	EXECUTIVE REALTY	
Registration Number:	3857233	REALTY EXECUTIVES	
Registration Number:	3893269	REALTY EXECUTIVES INTERNATIONAL	
Registration Number:	3933276	REALTY EXECUTIVES PREMIER MARKETING GROU	
Registration Number:	3991316	REALTY EXCELLENCE	
Registration Number:	4201601	REALTY EXECUTIVES INTERNATIONAL	
Registration Number:	4811666	REALTY EXECUTIVES	
Registration Number:	5204171	POWERED BY EXPERTS	
Registration Number:	5865550	EXEC SCOOP	
Registration Number:	6142480	WHAT'S YOUR SIGN?	
TRADEMARK			

CH \$540.00 1037111

Property Type	Number	Word Mark
Registration Number:	6044962	EXEC
Serial Number:	88922166	(UN)CORPORATE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: andrew.dupree@quarles.com

Correspondent Name: Andrew Dupree

Address Line 1: 411 East Wisconsin Avenue, Suite 2400

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Andrew Dupree
SIGNATURE:	/Andrew Dupree/
DATE SIGNED:	12/21/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “*Agreement*”), dated as of December 10, 2020, is made by REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“*Grantor*”), with its principal place of business and mailing address at 668 North 44th Street, Phoenix, Arizona 85008, in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the “*Bank*” or “*Secured Party*”), with its mailing address at 3900 East Camelback Road, Suite 180, Phoenix, Arizona 85018, and its successors and assigns.

PRELIMINARY STATEMENTS

A. The Borrowers and the Bank are parties to a Main Street Priority Term Credit Agreement of even date herewith (as amended or modified from time to time, the “*Credit Agreement*”), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Bank has required, among other things, that each of the Grantor, the other Guarantors, and the Borrowers (each a “*Debtor*” and collectively the “*Debtors*”) grant to the Secured Party a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Party are parties to a Security Agreement of even date herewith (as amended or modified from time to time, the “*Security Agreement*”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Secured Party a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation

any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

REALTY EXECUTIVES INTL. SVCS. LLC,
an Arizona limited liability company

By: 

Name: _____

David C. Tedesco

Title: _____

Chairman

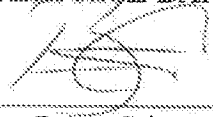
Trademark Security Agreement - Realty Executives Intl. Svcs. LLC

QB165937962

TRADEMARK
REEL: 007141 FRAME: 0749

Accepted and agreed to as of the date and year first above.

ENTERPRISE BANK & TRUST

By:  _____

Name: Brian Crisp

Title: Senior Vice President

SCHEDULE A

MARK	APPL. NO.	REG. NO.	FILING DATE/REG. DATE	STATUS
REALTY EXECUTIVES	72/433672	1037111	August 24, 1972/March 30, 1976	Registered
THE ONLY COMPANY NAMED FOR ITS PEOPLE	74/675026	1976442	May 17, 1995/May 28, 1996	Registered
REALTY EXECUTIVES (Stylized)	75/093795	2083460	April 25, 1996/July 29, 1997	Registered
REALTY EXECUTIVES and Design	75/094029	2083462	April 25, 1996/July 29, 1997	Registered
REALTY EXECUTIVES and Design	75/398089	2315331	November 28, 1997/February 8, 2000	Registered
HOMES FROM THE HEART	75/759389	2489961	July 26, 1999/September 18, 2001	Registered
REALTY EXECUTIVES HOMES FROM THE HEART and Design	78/288139	2627961	July 20, 2001/October 1, 2002	Registered
X (Stylized)	76/449508	2797022	September 13, 2002/December 23, 2003	Registered
WHERE THE EXPERTS ARE	78/752591	3437912	November 11, 2005/May 27, 2008	Registered
EXECUTIVE REALTY	78/759649	3773572	November 22, 2005/April 6, 2010	Registered
REALTY EXECUTIVES and Design	77/305830	3857233	October 17, 2007/October 5, 2010	Registered
REALTY EXECUTIVES INTERNATIONAL & Design	85/026609	3893269	April 29, 2010/December 21, 2010	Registered
REALTY EXECUTIVES PREMIER MARKETING GROUP	77/750082	3933276	June 2, 2009/March 22, 2011	Registered

MARK	APPL. NO.	REG. NO.	FILING DATE/REG. DATE	STATUS
REALTY EXCELLENCE	85/089426	3991316	July 21, 2010/July 5, 2011	Registered
REALTY EXECUTIVES INTERNATIONAL	85/515289	4201601	January 12, 2012/September 4, 2012	Registered
REALTY EXECUTIVES	86/505409	4811666	January 16, 2015/September 15, 2015	Registered
POWERED BY EXPERTS	87/188311	5204171	September 29, 2016/May 16, 2017	Registered
EXEC SCOOP	88/053862	5865550	July 26, 2018/September 24, 2019	Registered
WHAT'S YOUR SIGN? and Design	88/120099	6142480	September 17, 2018/September 1, 2020	Registered
EXEC	88/078234	6044962	August 14, 2018/May 5, 2020	Registered
(UN)CORPORATE	88/922166	N/A	May 18, 2020	Published