

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638437

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900599231

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carrington Holding Company, LLC		02/26/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UMB Bank, National Association
Street Address:	5555 San Felipe St
Internal Address:	Suite 870
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5443903	HOME IQ
Registration Number:	5633204	HOME EVERYTHING
Registration Number:	5546376	HOME EVERYTHING
Registration Number:	5459423	HOME OWNERSHIP MADE SIMPLE
Registration Number:	5459575	HOME OWNERSHIP MADE SIMPLE
Serial Number:	86749767	THE CARRINGTON LOAN
Serial Number:	86754048	CARRINGTON
Registration Number:	5763692	LET'S GO HOME
Serial Number:	86754052	CARRINGTON
Registration Number:	5993388	CARRINGTON
Registration Number:	5993387	CARRINGTON
Registration Number:	5745886	LOAN IQ
Registration Number:	5680900	LOAN IQ
Registration Number:	5392406	OWNIQ
Registration Number:	5985084	VYLLA
Registration Number:	6064911	VYLLA
Registration Number:	6066024	VYLLA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87888801	CARRINGTON
Serial Number:	87888820	CARRINGTON
Serial Number:	88573689	CARRINGTON QUICK PAY
Serial Number:	88605142	CARRINGTON CONNECTS

CORRESPONDENCE DATA

Fax Number: 3127069000
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.
Phone: 3127018209
Email: mmthomas@mayerbrown.com, mdecember@mayerbrown.com
Correspondent Name: Madelaine M. Thomas
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	21670104
NAME OF SUBMITTER:	Madelaine M. Thomas
SIGNATURE:	/Madelaine M. Thomas/
DATE SIGNED:	04/11/2021

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 26, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by CARRINGTON HOLDING COMPANY, LLC as grantor (the “**Grantor**”) in favor of UMB Bank, National Association, as agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the “**Agent**”).

WHEREAS, the Grantor is party to that certain Note Purchase and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**NPA**”) among the Grantor, The Carrington Companies, LLC, the Purchasers party thereto and the Agent pursuant to which the Grantor granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the NPA and used herein have the meanings given to them in the NPA.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Creditors, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed with the United States Patent and Trademark Office listed in Schedule A attached hereto under the heading “Trademarks”, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to:

(a) any agreement, license or covenant to which the Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to the Grantor, or (ii) a term, provision or condition of any such agreement, license or covenant (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that the Trademark Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such agreement, license or covenant not subject to the prohibitions specified in (i) or (ii) above; provided further that the exclusions referred to in this clause (a) shall not include any Proceeds of any such agreement, license or covenant; or

(b) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. NPA

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Creditors pursuant to the NPA, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the NPA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the NPA, the provisions of the NPA shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CARRINGTON HOLDING COMPANY, LLC

By: 

Name: Andrew M. Taffet

Title: Chief Investment Officer

Signature Page to Trademark Security Agreement

TRADEMARK
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Accepted and Agreed:

UMB BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Mauri J. Cowen
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007249 FRAME: 0545

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Owner	Jurisdiction	Mark	Application/ Registration No.	Application/ Registration Date
Carrington Holding Company, LLC	United States	HOME IQ	5,443,903	4/10/2018
Carrington Holding Company, LLC	United States	HOMEEVERYTHING	5,633,204	12/18/2018
Carrington Holding Company, LLC	United States	HOMEEVERYTHING	5,546,376	8/21/2018
Carrington Holding Company, LLC	United States	HOMEOWNERSHIP MADE SIMPLE	5,459,423	5/1/2018
Carrington Holding Company, LLC	United States	HOMEOWNERSHIP MADE SIMPLE	5,459,575	5/1/2018
Carrington Holding Company, LLC	United States	THE CARRINGTON LOAN	86/749767	9/8/2015
Carrington Holding Company, LLC	United States	CARRINGTON (stylized and/or with design)	86/754,048	9/11/2015
Carrington Holding Company, LLC	Italy	CARRINGTON	302016000023371	6/28/2017
Carrington Holding Company, LLC	Italy	CARRINGTON (stylized and/or with design)	302016000023399	6/27/2017
Carrington Holding Company, LLC	United Kingdom	CARRINGTON	UK00003151955	10/14/2016
Carrington Holding Company, LLC	United Kingdom	CARRINGTON (stylized and/or with design)	UK00003151965	10/14/2016
Carrington Holding Company, LLC	United States	LET'S GO HOME	5,763,692	5/28/2019
Carrington Holding Company, LLC	United States	CARRINGTON	86/754,052	9/11/2015
Carrington Holding Company, LLC	United States	CARRINGTON (stylized and/or with design)	5,993,388	2/25/2020
Carrington Holding Company, LLC	United States	CARRINGTON	5,993,387	2/25/2020
Carrington Holding Company, LLC	United States	LOAN IQ	5745886	5/7/2019

Schedule A

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**TRADEMARK
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Carrington Holding Company, LLC	United States	LOAN IQ	5,680,900	2/19/2019
Carrington Holding Company, LLC	United States	OWN IQ	5392406	1/30/2018
Carrington Holding Company, LLC	United States	VYLLA	5,985,084	2/11/2020
Carrington Holding Company, LLC	United States	VYLLA (stylized and/or design)	6,064,911	5/26/2020
Carrington Holding Company, LLC	United States	VYLLA (stylized and/or design)	5/26/2020	6,066,024
Carrington Holding Company, LLC	United States	CARRINGTON	87/888,801	4/23/2018
Carrington Holding Company, LLC	United States	CARRINGTON and design	87/888,820	4/23/2018
Carrington Holding Company, LLC	United States	CARRINGTON QUICK PAY	88/573,689	8/9/2019
Carrington Holding Company, LLC	United States	CARRINGTON CONNECTS	88/605,142	9/5/2019

Schedule A

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RECORDED: 02/26/2021

**TRADEMARK
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