

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666481

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900633218

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TENANTCLOUD LLC		07/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WESTERN ALLIANCE BANK
Street Address:	ONE EAST WASHINGTON STREET, SUITE 1400
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85004
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4198320	RENTLER
Registration Number:	4294591	LOVE LEASING
Registration Number:	5041468	LOVE RENTING
Registration Number:	5050084	SIMPLIFY YOUR LIVING
Registration Number:	5404537	FOUR WALLS
Registration Number:	4721391	RENTABILITY
Registration Number:	6004307	TENANTCLOUD
Registration Number:	6039792	TENANTCLOUD
Registration Number:	6267127	TENANTCLOUD T

CORRESPONDENCE DATA

Fax Number: 3102843894

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: 4242393744

Email: susan.yates@btlaw.com

Correspondent Name: Susan Yates

Address Line 1: 2029 Century Park E Ste 300 Suite 3

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Susan Yates
SIGNATURE:	/Susan Yates/
DATE SIGNED:	08/10/2021
Total Attachments: 12 source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page1.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page2.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page3.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page4.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page5.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page6.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page7.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page8.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page9.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page10.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page11.tif source=03. Bridge Bank - Rent College Pads - TenantCloud Trademark Security Agreement [Executed] (7.2021)#page12.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 30, 2021, is made by **TENANTCLOUD LLC**, a Delaware limited liability company ("Grantor"), in favor of **WESTERN ALLIANCE BANK**, an Arizona corporation ("Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), among the Grantor, Rent College Pads, Inc., a Delaware corporation, RCP Purchaser, Inc., a Delaware corporation, RCP Intermediate Holdings, Inc., a Delaware corporation, the guarantors from time to time party thereto, Western Alliance Bank, an Arizona corporation ("WAB"), as agent for Lenders (WAB, in such capacity, the "Agent"), as Sole Lead Arranger and a Lender, and the other banks, financial institutions and other entities from time to time parties thereto as Lenders (such lenders, together with their respective successors and permitted assigns, each a "Lender" and collectively, the "Lenders"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets (other than the Excluded Property), including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered trademarks and all of Grantor's filed trademark applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Trademarks"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Agent's Liens in the Registered Trademarks.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Trademark Collateral

Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, and each other Secured Party, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Trademark Collateral"):

(a) all of its Registered Trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (a) above;

(c) all trademark applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Trademark Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Trademark Collateral by or on behalf of Grantor; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Credit Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interests and Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement, the Credit Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

Section 4. Grantor Remains Liable

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements

Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Trademark Collateral registered with, or subject to any application for registration filed with, the United States Patent and Trademark Office (“Registered Trademark Collateral”), Grantor shall, concurrently with the next scheduled delivery of a Monthly Compliance Certificate under Section 9.5 of the Credit Agreement following acquisition of such new Registered Trademark Collateral, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Trademark Collateral on Schedule I thereto, pursuant to

which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Trademark Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office. Regardless of whether any Supplement is delivered by a Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Trademark Collateral, and all Trademark Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder.

Section 6. Representation and Warranties

Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Trademark Collateral owned by Grantor as of the Effective Date.

Section 7. Events of Default and Remedies

The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Termination

This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Termination Date. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 10. Counterparts

This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 11. Governing Law

This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the

Credit Agreement herein provided for above, the provisions of Section 15.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 15.5 of the Credit Agreement (indemnities by Grantor), Section 15.6 of the Credit Agreement (notices), Section 15.7 of the Credit Agreement (survival of certain provisions), Section 15.9 of the Credit Agreement (expenses), Section 15.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

TENANTCLOUD LLC

By: Joseph Edgar
Name: Joseph Edgar
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (TenantCloud LLC)]

DMS 20254181

TRADEMARK
REEL: 007381 FRAME: 0506

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: 

Name: Rick Lamoreux

Title: Senor Director

[Signature Page to Trademark Security Agreement (TenantCloud LLC)]

DMS 20254181

TRADEMARK
REEL: 007381 FRAME: 0507

**Schedule 1
to
Trademark Security Agreement**

TRADEMARKS

Grantor's U.S. trademarks and trademark applications:



Trademark	Reg. No.	Ser. No.	Reg. Date	Filing Date	Current Owner
RENTLER	4,198,320	85521335	August 28, 2012	January 20, 2012	TenantCloud LLC
LOVE LEASING	4,294,591	85521360	February 26, 2013	January 20, 2012	TenantCloud LLC
LOVE RENTING	5,041,468	86033626	September 13, 2016	August 9, 2013	TenantCloud LLC
SIMPLIFY YOUR LIVING	5,050,084	86084898	September 27, 2016	October 7, 2013	TenantCloud LLC
FOUR WALLS	5,404,537	87273764	February 20, 2018	December 19, 2016	TenantCloud LLC
RENTABILITY	4,721,391	86200805	April 14, 2015	August 5, 2014	TenantCloud LLC
TENANTCLOUD	6,004,307	88087005	March 3, 2020	August 21, 2018	TenantCloud LLC
 TenantCloud	6,039,792	88086986	April 28, 2020	August 21, 2018	TenantCloud LLC
 TenantCloud	6,267,127	88086998	February 9, 2021	August 21, 2018	TenantCloud LLC

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of this [] day of [], 202[] by **TENANTCLOUD LLC**, a Delaware limited liability company (“Grantor”), in favor of **WESTERN ALLIANCE BANK** (“Agent”), with an address at One East Washington Street, Suite 1400, Phoenix, AZ 85004.

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Trademark Security Agreement dated as of July 30, 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Trademark Agreement;

WHEREAS, pursuant to the terms of the Trademark Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Trademark Collateral, Grantor shall deliver to Agent a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Registered Trademark Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by a Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Trademark Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Trademark Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Trademark Collateral described above shall be included in and be part of the Trademark Collateral under and subject to all of the terms and provisions of the Trademark Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Registered Trademark Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original Trademark Agreement or any Schedule to any other Supplement to the original Trademark Agreement delivered by Grantor since the date thereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

GRANTOR:

TENANTCLOUD LLC

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement (TenantCloud LLC)
— Supplement Date _____]

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement (TenantCloud LLC)
— Supplement Date _____]

DMS 20254181.4

TRADEMARK
REEL: 007381 FRAME: 0512

SCHEDULE I TO SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT

DMS 20254181.4

RECORDED: 07/30/2021

TRADEMARK
REEL: 007381 FRAME: 0513