

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OJO Labs, Inc.		07/29/2021	Corporation: DELAWARE
Movoto LLC		07/29/2021	Limited Liability Company: DELAWARE
WolfNet Technologies, LLC		07/29/2021	Limited Liability Company: MINNESOTA
Real Savvy Technologies Inc.		07/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	VCP Capital Markets, LLC
Street Address:	Four Embarcadero Center, 20th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5230267	OJO
Registration Number:	5978960	OJO
Registration Number:	5179036	OJO
Registration Number:	5978961	OJO
Registration Number:	3479076	MLSFINDER.COM
Registration Number:	3306809	WOLFNET
Registration Number:	4874229	R
Registration Number:	3422075	MOVOTO
Serial Number:	87344149	OJO
Serial Number:	87344146	OJO
Serial Number:	88336901	OJOHOME
Serial Number:	88336905	OJO HOME
Serial Number:	88824011	OJO
Serial Number:	88824017	YOUR HOME JOURNEY
Serial Number:	88824042	HOMEFIT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88824047	MORTGAGEFIT
CORRESPONDENCE DATA		
Fax Number:	2028874288	
<i>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.</i>		
Phone:	2028874000	
Email:	dlee@akingump.com	
Correspondent Name:	David C. Lee	
Address Line 1:	2001 K Street N.W.	
Address Line 2:	Robert S. Strauss Tower	
Address Line 4:	Washington, D.C. 20006	
ATTORNEY DOCKET NUMBER:	700858.0023	
NAME OF SUBMITTER:	David C. Lee	
SIGNATURE:	/David C. Lee/	
DATE SIGNED:	07/29/2021	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of July 29, 2021, is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and **VCP CAPITAL MARKETS, LLC**, as Administrative Agent (in such capacity, the “*Assignee*”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”), by and among **OJO HOLDINGS CORP.**, a Delaware corporation (the “*Borrower*”), the Lenders party thereto and the Assignee.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

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 and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, “**Trademarks**” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States registrations and applications for registration of the Trademarks existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Assignee for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

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 the Trademarks and Trademark Licenses subject to a security interest hereunder.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Intercreditor Agreement

Reference is made to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the Guarantee and Collateral Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder or under the Guarantee and Collateral Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement or the Guarantee and Collateral Agreement, the provisions of the Intercreditor Agreement shall control.

[Signature pages follow]

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

GRANTOR:

OJO LABS, INC.

DocuSigned by:
By: John Berkowitz
Name: John Berkowitz
Title: President and Chief Executive Officer

MOVOTO LLC

DocuSigned by:
By: John Berkowitz
Name: John Berkowitz
Title: President

WOLFNET TECHNOLOGIES, LLC


DocuSigned by:
By: John Berkowitz
Name: John Berkowitz
Title: Chief Executive Officer

REAL SAVVY TECHNOLOGIES INC.

DocuSigned by:
By: John Berkowitz
Name: John Berkowitz
Title: President and Chief Executive Officer

ASSIGNEE:

VCP CAPITAL MARKETS, LLC

By: 
Name: David Flannery
Title: Authorized Person

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

OJO Labs, Inc.:

- (1) OJO (Word); Registration # 5230267; Issued June 27, 2017 (Class 9).
- (2) OJO (Word); Registration # 5978960; Issued February 4, 2020 (Classes 9, 36 & 42).
- (3) OJO (Design); Registration # 5179036; Issued April 11, 2017 (Class 9).
- (4) OJO (Design); Registration # 5978961; Issued February 4, 2020 (Classes 9, 36 & 42).

WolfNet Technologies, Inc.:

- (1) MLSFINDER.COM; Registration # 3479076; Issued Aug 5, 2008; Class 36
- (2) WOLFNET; Registration# 3306809; Issued Oct 9, 2007; Class 42

Real Savvy Technologies Inc.

- (1) "R" (Design); Registration # 4874229; Issued December 22, 2015; Classes 35 & 36

Movoto LLC:

- (1) Movoto (Word); Registration # 3422075; Issued May 6, 2008; Class 36

Pending Trademark Applications

OJO Labs, Inc.:

- (1) OJO (Word); Serial # 87344149; Filed February 21, 2017; Classes 35, 37, 39 & 45
- (2) OJO (Design); Serial # 87344146; Filed February 21, 2017; Classes 35, 37, 39 & 45
- (3) OJOHome (Design); Serial # 88336901; Filed March 12, 2019; Classes 9, 36, 37, 39, 42 & 45
- (4) OJO Home (Word); Serial # 88336905; Filed March 12, 2019; Classes 9, 36, 37, 39, 42 & 45
- (5) OJO (Design -Blue Dot OJO); Serial # 88824011; Filed March 6, 2020; Classes 9, 35, 36, 37, 39, 42 & 45
- (6) "Your Home Journey" (Word); Serial # 88824017; Filed March 6, 2020; Class 42
- (7) "HomeFit" (Word); Serial # 88824042; Filed March 6, 2020; Class 42
- (8) "MortgageFit" (Word); Serial #88824047; Filed March 6, 2020; Class 36

Registered Trademarks and Pending Trademark Applications Licensed

None.