

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First American Title Insurance Company		09/01/2021	Corporation: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OfferPad, Inc.		
<b>Street Address:</b>	2150 E. Germann Rd., Suite 1		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85286		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5735384	OFFERPAD	
<b>Registration Number:</b>	6301588	OFFERPAD	
<b>Serial Number:</b>	88942550	OFFERPAD	
<b>Serial Number:</b>	88942542	OFFERPAD	
<b>Serial Number:</b>	88942588	MOVE FREELY	
<b>Serial Number:</b>	88942556	INSTANT OR LIST IT	
<b>Serial Number:</b>	88942568	SELL YOUR WAY TODAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	31264-00019		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		

CH \$190.00 5735384

<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	09/03/2021
<b>Total Attachments: 4</b> source=EXECUTED OfferPad - IPSA Release#page1.tif source=EXECUTED OfferPad - IPSA Release#page2.tif source=EXECUTED OfferPad - IPSA Release#page3.tif source=EXECUTED OfferPad - IPSA Release#page4.tif	

**RELEASE OF TRADEMARK SECURITY INTEREST**

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of September 1, 2021, by **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation, in its capacity as Lender under (and as defined in) the Security Agreement referred to below (the “Lender”), for the benefit of **OFFERPAD, INC.**, a Delaware corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below), or the Security Agreement (as defined below) as applicable.

**W I T N E S S E T H:**

WHEREAS, the Grantor and the Lender are parties to that certain (i) Credit Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time)(the “Credit Agreement”); and (ii) Trademark Security Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor has granted to the Lender for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Security Agreement), including the trademark registrations and applications set forth on Annex I hereto; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on June 30, 2021 at Reel 7340 and Frame 0832; and

WHEREAS, the Grantor has requested that the Lender release, and the Lender is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademark registrations and applications set forth on Annex I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. The Lender does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Credit Agreement or Security Agreement, in all right, title and interest, in, to and under the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Annex I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Lender in such Trademark Collateral shall hereby terminate, cease and become void. The Lender hereby assigns, transfers and conveys any and all right, title or interest of the Lender in, to and under the Trademark Collateral to the Grantor.

2. The Lender, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Security Agreement.

3. The Lender hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Lender in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Lender further agrees to execute and deliver to the Grantor any and all further documents and instruments prepared by the Grantor, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile 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.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be executed and delivered as of the date first written above.

**FIRST AMERICAN TITLE INSURANCE  
COMPANY, as Lender**

DocuSigned by:

By: Mark E. Seaton  
Name: Mark E. Seaton  
Title: Chief Financial Officer

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY INTEREST]

**TRADEMARK  
REEL: 007413 FRAME: 0275**

## ANNEX I

### U.S. Trademark Registrations/Applications

Mark	Status	Reg. No.	Reg. Date	Appl. No.	Filing Date
OFFERPAD	Registered	5,735,384	4/23/2019	87/979,861	5/25/2017
OFFERPAD	Registered	6,301,588	3/23/2021	87/464,025	5/25/2017
OFFERPAD	Pending			88/942,550	6/1/2020
<b>Offerpad</b> ▲	Pending			88/942,542	6/1/2020
MOVE FREELY	Pending			88/942,588	6/1/2020
INSTANT OR LIST IT	Pending			88/942,556	6/1/2020
SELL YOUR WAY TODAY	Pending			88/942,568	6/1/2020