

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674902

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Collateral Assignment of Trademarks		
<b>RESUBMIT DOCUMENT ID:</b>	900641074		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accurate Group Holdings, LLC		09/01/2021	Limited Liability Company: DELAWARE
Accurate Group, LLC		09/01/2021	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5465235	APPRAISALWORKS	
<b>Registration Number:</b>	4722696	ARCHER	
<b>Registration Number:</b>	5601995	NOTARYWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-3939		
<b>Email:</b>	mgherlein@jonesday.com, mmisitigh@jonesday.com		
<b>Correspondent Name:</b>	Matthew Gherlein		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh		
<b>SIGNATURE:</b>	/Melanie H. Misitigh/		
<b>DATE SIGNED:</b>	09/16/2021		

**Total Attachments: 5**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of September 1, 2021 (“Agreement”), among Accurate Group Holdings, LLC, a Delaware limited liability company, Accurate Group, LLC, a North Carolina limited liability company (together with their respective successors and assigns, each, an “Assignor”, and collectively, the “Assignors”), and KEYBANK NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Accurate Group Holdings, Inc., a Delaware corporation (together with its successors and assigns, the “Borrower”), the lenders party thereto (the “Lenders”), the Administrative Agent and the other agents party thereto

(2) In connection with the Credit Agreement, each Assignor is party to a Pledge and Security Agreement, dated as of September 1, 2021 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignors, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by each Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of each Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all goodwill related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of each Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

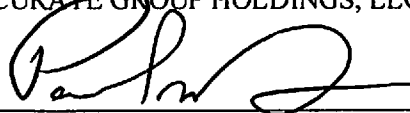
Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignors and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

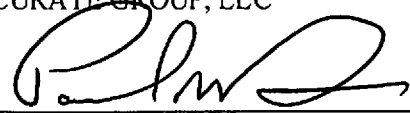
ACCURATE GROUP HOLDINGS, LLC

By: 

Name: Paul Doman

Title: President

ACCURATE GROUP, LLC

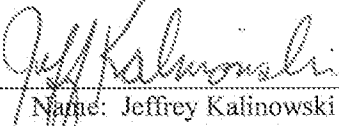
By: 

Name: Paul Doman

Title: President

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION

By:   
Name: Jeffrey Kalinowski  
Title: Senior Vice President

[Signature Page to Collateral Assignment of Trademarks]

NAI-1520601309

**TRADEMARK**  
**REEL: 007420 FRAME: 0804**

Schedule A  
to Collateral Assignment of  
Trademarks

<u>Trademarks</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Owner Name</u>
<b>AppraisalWorks</b>	5465235		Accurate Group Holdings, LLC
ARCHER	4722696		Accurate Group Holdings, LLC
NOTARYWORKS	5601995		Accurate Group, LLC