

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678351

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900644020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LendingTree, LLC		09/15/2021	Limited Liability Company: DELAWARE
QuoteWizard.com, LLC		09/15/2021	Limited Liability Company: DELAWARE
Ovation Credit Services, Inc.		09/15/2021	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Truist Bank, as Collateral Agent
Street Address:	303 Peachtree Street, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4886937	CHOOSE WISELY
Registration Number:	5397606	COMPARECARDS
Registration Number:	6268101	
Registration Number:	6268102	
Registration Number:	4413403	COMPARECARDS.COM
Registration Number:	5378393	DELTY
Registration Number:	5644502	DEPOSITACCOUNTS
Registration Number:	2241814	GETSMART
Registration Number:	2949459	GETSMART
Registration Number:	2929887	GETSMART
Registration Number:	5932205	IF YOU NEED A LOAN, YOU'RE NOT ALONE
Registration Number:	5829755	
Registration Number:	2265733	LENDINGTREE
Registration Number:	2886058	LENDINGTREE
Registration Number:	5829756	LENDINGTREE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5829431	MAGNIFY MONEY
Registration Number:	4781167	MAGNIFYMONEY
Registration Number:	5538503	MILECARDS.COM
Registration Number:	5710537	ONLINEBANKS
Registration Number:	5945245	OVATION
Registration Number:	5945244	OVATION
Registration Number:	3954032	QUOTE WIZARD YOU DESERVE BETTER RATES!
Registration Number:	5502425	QUOTEWIZARD
Registration Number:	3940801	QUOTEWIZARD
Registration Number:	4285233	RATE KICK
Registration Number:	3608364	RATEELERT
Registration Number:	3235305	SIMPLETUITION
Registration Number:	4637098	SNAPCAP
Registration Number:	6008732	STUDENT LOAN HERO
Registration Number:	4738499	STUDENT LOAN HERO
Registration Number:	5751518	THE PLACE TO SHOP FOR MONEY
Registration Number:	3807609	TREE
Registration Number:	5778885	VALUEPENGUIN
Registration Number:	2440603	WHEN BANKS COMPETE, YOU WIN
Registration Number:	6085584	WIZARDCALLS
Serial Number:	90820293	LENDHAND
Serial Number:	90843302	LT CONNECT
Serial Number:	90644641	MAGNIFYMONEY ADVISOR

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 2165867129

Email: clkiedrowski@jonesday.com

Correspondent Name: Carrie L. Kiedrowski, Jones Day

Address Line 1: 901 Lakeside Aveune

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Carrie L. Kiedrowski
SIGNATURE:	/Carrie L. Kiedrowski/
DATE SIGNED:	10/01/2021

Total Attachments: 7

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Trademark Security Agreement

This **Trademark Security Agreement** dated as of September 15, 2021 made by LendingTree, LLC, Quotewizard.com, LLC and Ovation Credit Services, Inc. as pledgors and debtors (in such capacities and together with any successors in such capacities, individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of TRUIST BANK, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee and secured party (in such capacities and together with any successors in such capacities, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of September 15, 2021 (as amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Security Agreement”) made in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement and used herein have the meaning given to them in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Copyright Collateral. As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a Lien on and continuing security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, trade names and other identifiers of source or goodwill, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof) of such Pledgor now or hereafter, owned, filed or acquired by, or assigned to, such Pledgor (or in which such Pledgor, now or hereafter has any right, title or interest), including any of the foregoing listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing and all rights corresponding thereto

throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing, (iv) income, fees, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including damages for past, present or future infringements, dilutions or violations thereof and (v) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property (including, for the avoidance of doubt, any U.S. trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), 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 such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations for which no claim has been asserted and Letters of Credit that have been Cash Collateralized in an amount equal to the Agreed L/C Cash Collateral Amount) and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement, all at the Pledgors' sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed

counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that nothing herein shall require the Collateral Agent to accept electronic signatures in any form or format without its prior written consent.

SECTION 6. Expenses, Indemnity, Damage Waiver, Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.03, 9.09 and 9.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

LENDINGTREE, LLC, as a Pledgor

**E-SIGNED by Trent Ziegler
on 2021-09-13 20:35:22 EST**

By: _____

Name: Trent Ziegler

Title: Treasurer

QUOTEWIZARD.COM, LLC, as a Pledgor

**E-SIGNED by Trent Ziegler
on 2021-09-13 20:35:23 EST**

By: _____

Name: Trent Ziegler

Title: Treasurer

OVATION CREDIT SERVICES, INC., as a
Pledgor

**E-SIGNED by Trent Ziegler
on 2021-09-13 20:35:24 EST**

By: _____


Name: Trent Ziegler

Title: Treasurer

[Truist/LendingTree – Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007436 FRAME: 0940**

Accepted and Agreed:
TRUIST BANK, as Collateral Agent

By: 
Name: Nicholas Hahn
Title: Managing Director

SCHEDULE I

UNITED STATES TRADEMARKS

Registrations:

Trademark	Jurisdiction	Reg. No.	App. No.	Owner
CHOOSE WISELY	United States	4,886,937	86/552,518	LendingTree, LLC
COMPARECARDS	United States	5,397,606	87/250,132	LendingTree, LLC
COMPARECARDS BW LOGO	United States	6,268,101	88/757,083	LendingTree, LLC
COMPARECARDS COLOR LOGO	United States	6,268,102	88/757,085	LendingTree, LLC
COMPARECARDS.COM	United States	4,413,403	85/748,104	LendingTree, LLC
Delty & Design	United States	5,378,393	87/473,810	QUOTEWIZARD.COM, LLC
DEPOSITACCOUNTS Logo	United States	5,644,502	87/523,383	LendingTree, LLC
GETSMART (Wordmark)	United States	2,241,814	75/194,853	LendingTree, LLC
GETSMART (Wordmark)	United States	2,949,459	78/068,777	LendingTree, LLC
GETSMART (Wordmark)	United States	2,929,887	78/975,601	LendingTree, LLC
IF YOU NEED A LOAN, YOU'RE NOT ALONE	United States	5,932,205	86/674,462	LendingTree, LLC
LEAF Logo 2018 style	United States	5,829,755	87/897,512	LendingTree, LLC
LENDINGTREE (Wordmark)	United States	2,265,733	75/430,648	LendingTree, LLC
LENDINGTREE (Wordmark)	United States	2,886,058	76/546,260	LendingTree, LLC
LENDINGTREE 2018 style	United States	5,829,756	87/897,661	LendingTree, LLC
MAGNIFYMONEY Logo	United States	5,829,431	87/523,396	LendingTree, LLC
MAGNIFYMONEY word	United States	4,781,167	86/463,511	LendingTree, LLC
MILECARDS.COM	United States	5,538,503	87/523,344	LendingTree, LLC
ONLINEBANKS Logo	United States	5,710,537	87/523,386	LendingTree, LLC
OVATION Logo	United States	5,945,245	88/051,540	Ovation Credit Services, Inc.
OVATION Word	United States	5,945,244	88/051,537	Ovation Credit Services, Inc.
QUOTE WIZARD YOU DESERVE BETTER	United States	3,954,032	85/102,567	QUOTEWIZARD.COM, LLC

RATES! & Design Reg. No. 3954032				
QuoteWizard & Design Reg. No. 5502425	United States	5,502,425	87/687,875	QUOTEWIZARD.COM, LLC
QUOTEWIZARD (wordmark)	United States	3,940,801	85/102,316	QUOTEWIZARD.COM, LLC
RATE KICK (TM)	United States	4,285,233	85/581,947	QUOTEWIZARD.COM, LLC
RATEELERT	United States	3,608,364	77/479,232	QUOTEWIZARD.COM, LLC
SIMPLETUITION	United States	3235305	78/759,118	LendingTree, LLC
SNAPCAP	United States	4637098	86/248,075	LendingTree, LLC
STUDENT LOAN HERO Logo mark	United States	6,008,732	88/068,232	LendingTree, LLC
STUDENT LOAN HERO word mark	United States	4,738,499	86396394	LendingTree, LLC
THE PLACE TO SHOP FOR MONEY	United States	5,751,518	86/674,459	LendingTree, LLC
TREE (Wordmark)	United States	3,807,609	77/448,144	LendingTree, LLC
VALUEPENGUIN TM	United States	5,778,885	87871334	LendingTree, LLC
WHEN BANKS COMPETE, YOU WIN (Wordmark)	United States	2,440,603	75/887,455	LendingTree, LLC
WIZARDCALLS (TM)	United States	6,085,584	88712195	QUOTEWIZARD.COM, LLC

Applications:

Trademark	Jurisdiction	App. No.	Owner
LENDHAND and design	United States	90820293	LendingTree, LLC
LT CONNECT	United States	90843302	LendingTree, LLC
MAGNIFYMONEY ADVISORY (II)	United States	90644641	LendingTree, LLC