

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nationwide Title Clearing, LLC		10/26/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NRZ Covius Purchaser LLC		
<b>Street Address:</b>	1345 Avenue of the Americas		
<b>Internal Address:</b>	45th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6024459	PERFECTDOCS NATIONWIDETITLECLEARING.COM	
<b>Registration Number:</b>	3486375	EXPRESS RETRIEVAL	
<b>Registration Number:</b>	3060064	NATIONWIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Spencer Simon		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	123188.21		
<b>NAME OF SUBMITTER:</b>	Spencer Simon		
<b>SIGNATURE:</b>	/Spencer Simon/		
<b>DATE SIGNED:</b>	10/27/2021		
<b>Total Attachments: 5</b>			
source=Covius - NRZ - Trademark Security Agreement (NTC Joinder) Executed#page1.tif			

CH \$90.00 6024459

source=Covius - NRZ - Trademark Security Agreement (NTC Joinder) Executed#page2.tif

source=Covius - NRZ - Trademark Security Agreement (NTC Joinder) Executed#page3.tif

source=Covius - NRZ - Trademark Security Agreement (NTC Joinder) Executed#page4.tif

source=Covius - NRZ - Trademark Security Agreement (NTC Joinder) Executed#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2021 (this “Agreement”), between Nationwide Title Clearing, LLC, a Florida limited liability company, with office located at 2100 Alternate US 19 North, Palm Harbor, Florida 34683 (the “Grantor”) and NRZ Covius Purchaser LLC as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Note Purchase Agreement dated as of July 26, 2019 (as amended, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among LENDERLIVE SERVICES, LLC, a Delaware limited liability company (the “Issuer”), the other Note Parties from time to time party thereto, the Noteholders from time to time party thereto and NRZ COVIUS PURCHASER LLC, as the administrative agent, and (b) the Collateral Agreement dated as of July 26, 2019 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Issuer, the other Grantors from time to time party thereto and the Collateral Agent. The Noteholders have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. Each Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Noteholders to purchase additional Notes and as consideration for Notes previously purchased. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Note Document Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Note Document Obligations (other than indemnity obligations under the Note Documents that are not then due and payable or for which any events or claims that

would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

NATIONWIDE TITLE CLEARING, LLC, a  
Florida limited liability company, as Grantor

By:   
Name: Kevin Miller  
Title: Treasurer

NRZ Covius Purchaser LLC,  
as Collateral Agent


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATIONWIDE TITLE CLEARING, LLC, a  
Florida limited liability company, as Grantor

By: \_\_\_\_\_  
Name: Kevin Miller  
Title: Treasurer

NRZ Covius Purchaser LLC,  
as Collateral Agent

By:   
Name: Nicola Santoro, Jr.  
Title: Chief Financial Officer

**Schedule I**

**Trademarks**

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Nationwide Title Clearing, Inc.	United States	PERFECTDOCS	6024459	October 28, 2016	March 31, 2020	Nationwide Title Clearing, Inc.
Nationwide Title Clearing, Inc.	United States	EXPRESS RETRIEVAL	3486375	March 10, 2006	August 12, 2008	Nationwide Title Clearing, Inc.
Nationwide Title Clearing, Inc.	United States	NATIONWIDE	3060064	August 26, 2004	February 21, 2006	Nationwide Title Clearing, Inc.