

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONWIDE PROPERTY & APPRAISAL SERVICES LLC		01/21/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC, as Collateral Agent		
Street Address:	12100 Wilshire Boulevard, Suite 1625		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1784442	ELLIOTT	
Registration Number:	1785836	ELLIOTT & COMPANY APPRAISERS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	Gayle D. Grocke		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	053437-0055		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	01/21/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

January 21, 2022

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of the date hereof, is executed by the undersigned (“Grantor”) for the benefit of WhiteHorse Capital Management, LLC, a Delaware limited liability company, as collateral agent for itself, Lessor Corp, and certain Affiliates of Lessor Corp (the “Collateral Agent”), in connection with a Guaranty and Collateral Agreement dated as of the date hereof, among Grantors party thereto and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Collateral Agent, for itself and the benefit of Lessor Corp, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the benefit of Lessor Corp, this Agreement.

In consideration of the mutual agreements set forth herein and in the NPAV Financing Agreements and the Guaranty and Collateral Agreement, Grantor does hereby grant to Collateral Agent, for itself and the benefit of Lessor Corp and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the NPAV Financing Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the NPAV Financing Agreements and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the NPAV Financing Agreements, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Effective Date and from time to time in the State of New York.


“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, 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 (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

NATIONWIDE PROPERTY & APPRAISAL
SERVICES LLC,
as Grantor

By: FREEHOLD HOLDING CORPORATION
its Sole Member

By: 
Name: Ryan Dunn
Title: Vice President

Acknowledged:

WHITEHORSE CAPITAL
MANAGEMENT, LLC, as Collateral Agent

By: 


Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks:

Credit Party	Mark	Registration/Serial Number	Filing/Issue Date	Status
United States				
Nationwide Property & Appraisal Services LLC	ELLIOT	1784442/7433 7183	December 4, 1992	Registered
Nationwide Property & Appraisal Services LLC		1785836/7433 9507	December 4, 1992	Registered

Trademark Applications:

None.