

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANAGEAMERICA INTEGRATED BILLING SERVICES LLC		05/18/2022	Limited Liability Company: CALIFORNIA
ORIGEN FINANCIAL SERVICES LLC		05/18/2022	Limited Liability Company: DELAWARE
NATIONAL UTILITY BILLING SERVICES LLC		05/18/2022	Limited Liability Company: DELAWARE
SAFE HAVEN NATIONAL INSURANCE AGENCY LLC		05/18/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SILICON VALLEY BANK, as Administrative Agent and Collateral Agent
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Registration Number:</b>	6423027	ORIGENSERVICES RESIDENT SCREENING SOLUTI
<b>Registration Number:</b>	6423028	ORIGENSERVICES RESIDENT SCREENING SOLUTI
<b>Registration Number:</b>	6423029	ORIGENSERVICES
<b>Registration Number:</b>	6631131	MANAGEAMERICA UNIVERSITY
<b>Registration Number:</b>	6304363	MANAGEAMERICA ONLINE PROPERTY MANAGEMENT
<b>Registration Number:</b>	6189369	NATIONAL UTILITY BILLING ONLINE BILLINGS
<b>Registration Number:</b>	6189371	NATIONAL UTILITY BILLING ONLINE BILLINGS
<b>Registration Number:</b>	5422561	MANAGEAMERICA ONLINE PROPERTY MANAGEMENT
<b>Registration Number:</b>	5367531	MANAGEAMERICA
<b>Registration Number:</b>	3776002	SAFEHAVEN
<b>Registration Number:</b>	6193949	SAFEHAVEN NATIONAL INSURANCE AGENCY RENT
<b>Registration Number:</b>	6193947	SAFEHAVEN NATIONAL INSURANCE AGENCY RENT
<b>Serial Number:</b>	90818620	MA.SAFE

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 800-494-5225  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1687609
<b>NAME OF SUBMITTER:</b>	Diane Giacomozzi
<b>SIGNATURE:</b>	/Diane Giacomozzi/
<b>DATE SIGNED:</b>	05/18/2022

**Total Attachments: 9**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 18, 2022, by and among each of the signatories hereto (each a “*Grantor*” and collectively, the “*Grantors*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of May 18, 2022, by and among **MA INTERMEDIATE, LLC**, a Delaware limited liability company (“*Holdings*”), **MA MIDCO, LLC**, a Delaware limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Administrative Agent and SVB and the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Holdings, the Borrower, the Grantors, and each other Guarantor, have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that each of the Grantors shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of each Grantor, the Borrower, Holdings and the other Guarantors under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor, the Borrower, Holdings and the other Guarantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each Grantor’s, the Borrower’s, Holdings’ and each other Guarantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title

and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

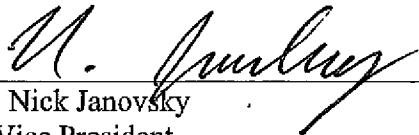
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,  
THE INTERNAL LAW (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF  
NEW YORK.

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**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

**MANAGEAMERICA INTEGRATED BILLING SERVICES LLC  
ORIGEN FINANCIAL SERVICES LLC  
NATIONAL UTILITY BILLING SERVICES LLC  
SAFE HAVEN NATIONAL INSURANCE AGENCY LLC**

By:   
Name: Nick Janovsky  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK  
REEL: 007725 FRAME: 0391**

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK**

By: Jonathan Wolfert  
Name: Jonathan Wolfert  
Title: Director

**EXHIBIT A**  
**COPYRIGHTS**

Registered Copyrights

None.

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None.

**EXHIBIT B**

**PATENTS**

Issued Patents

None.

Pending Patent Applications

None.




Issued Patents and Pending Patent Applications Licensed to Loan Parties

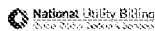



None.







**EXHIBIT C**  
**TRADEMARKS**

Registered Trademarks

Mark	Country	Reg. No.	Reg. Date	Registered Owner
<b>ORIGENSERVICES RESIDENT SCREENING SOLUTIONS &amp; Design</b>  	United States	6423027	7/20/2021	Origen Financial Services LLC
<b>ORIGENSERVICES RESIDENT SCREENING SOLUTIONS &amp; Design</b>  	United States	6423028	7/20/2021	Origen Financial Services LLC
<b>ORIGENSERVICES</b>	United States	6423029	7/20/2021	Origen Financial Services LLC
<b>MANAGEAMERICA UNIVERSITY</b>	United States	6631131	2/1/2022	ManageAmerica Integrated Billing Services LLC
<b>MANAGEAMERICA ONLINE PROPERTY MANAGEMENT SYSTEMS &amp; Design</b>  	United States	6304363	3/30/2021	ManageAmerica Integrated Billing Services LLC
<b>NATIONAL UTILITY BILLING ONLINE BILLINGSYSTEM &amp; SERVICES &amp; Design</b>  	United States	6189369	11/3/2020	National Utility Billing Services LLC

Mark	Country	Reg. No.	Reg. Date	Registered Owner
<b>NATIONAL UTILITY BILLING ONLINE BILLINGSYSTEM &amp; SERVICES</b>  	United States	6189371	11/3/2020	National Utility Billing Services LLC
<b>MANAGEAMERICA ONLINE PROPERTY MANAGEMENT SYSTEMS &amp; Design</b>  	United States	5422561	3/13/2018	ManageAmerica Integrated Billing Services LLC
<b>MANAGEAMERICA</b>	United States	5367531	1/2/2018	ManageAmerica Integrated Billing Services LLC
<b>SAFEHAVEN</b>	United States	3776002	4/13/2010	Safe Haven National Insurance Agency LLC
<b>SAFEHAVEN NATIONAL INSURANCE AGENCY RENTERS MANUFACTURED HOME RV AUTO &amp; Design</b>  	United States	6193949	11/10/2020	Safe Haven National Insurance Agency LLC
<b>SAFEHAVEN NATIONAL INSURANCE AGENCY RENTERES MANUFACTURED HOME RV AUTO &amp; Design</b>  	United States	6193947	11/10/2020	Safe Haven National Insurance Agency LLC

NY-2375445

Mark	Country	Reg. No.	Reg. Date	Registered Owner
<b>MANAGEAMERICA ONLINE PROPERTY MANAGEMENT SYSTEMS &amp; Design</b>  	Canada	1563564	10/16/2020	ManageAmerica Integrated Billing Services LLC
<b>MANAGEAMERICA ONLINE PROPERTY MANAGEMENT SYSTEMS &amp; Design</b>  	Australia	1563564	10/16/2020	ManageAmerica Integrated Billing Services LLC
<b>MANAGEAMERICA ONLINE PROPERTY MANAGEMENT SYSTEMS &amp; Design</b>  	United Kingdom	1563564	10/16/2020	ManageAmerica Integrated Billing Services LLC
<b>MANAGEAMERICA ONLINE PROPERTY MANAGEMENT SYSTEMS &amp; Design</b>  	Int'l Register	1563564	10/16/2020	ManageAmerica Integrated Billing Services LLC

Pending Trademark Applications

<i>Registered Owner</i>	<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No.</i>	<i>Application Date</i>
ManageAmerica Integrated Billing Services LLC	MA.SAFE	US	90818620	7/8/2021

Trademark Licenses

None

NY-2375445