

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BoomTown ROI, LLC		04/11/2023	Limited Liability Company: DELAWARE
Brokermint LLC		04/11/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Collateral Agent		
Street Address:	311 S. Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4548001	SMART-DRIP	
Registration Number:	6232520	HOMESEARCHNOW	
Registration Number:	3844048	BOOMTOWN	
Registration Number:	5937159	BROKERMINT	
Serial Number:	88961803	BOOMTOWN	
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:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058258-0019		

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NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	04/12/2023
Total Attachments: 5 source=BoomTown Joinder - Trademark Security Agreement (Executed)(140707772.1)#page1.tif source=BoomTown Joinder - Trademark Security Agreement (Executed)(140707772.1)#page2.tif source=BoomTown Joinder - Trademark Security Agreement (Executed)(140707772.1)#page3.tif source=BoomTown Joinder - Trademark Security Agreement (Executed)(140707772.1)#page4.tif source=BoomTown Joinder - Trademark Security Agreement (Executed)(140707772.1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 11, 2023, by and among BoomTown ROI, LLC, a Delaware limited liability company, Brokermint LLC, a California limited liability company (each, a “Grantor” and, collectively, the “Grantors”) and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of December 22, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of such Grantor consisting of Collateral that are listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof). 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor, at such Grantor’s expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOOMTOWN ROI, LLC
BROKERMINT LLC

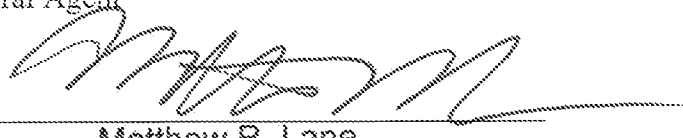
By: _____
Name: Doug Folsom
Title: Vice President and Treasurer

DocuSigned by:
Doug Folsom

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Accepted and Agreed:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC
as Collateral Agent

By: 

Name: Matthew R. Lane
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Mark	Serial / Registration No. / Country	Date Filed / Date Registered	Owner
SMART- DRIP	85/440,459 4,548,001 U.S.	10/06/2011 06/10/2014	BOOMTOWN ROI, LLC
HOMESEA RCHNOW	88/942,745 6,232,520 U.S.	06/01/2020 12/29/2020	BOOMTOWN ROI, LLC
BOOMTO WN	77/829,617 3,844,048 U.S.	09/18/2009 09/07/2010	BOOMTOWN ROI, LLC
BOOMTO WN	88/961,803 N/A U.S.	06/12/2020 N/A	BOOMTOWN ROI, LLC
Brokermint	88/452,554 5,937,159 U.S.	05/30/2019 10/01/2019	BROKERMINT LLC