

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compass California II, Inc.		05/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2124737	ALAIN PINEL	
Registration Number:	2895298	PURVEYORS OF DISTINCTIVE HOMES & ESTATES	
Registration Number:	2800530	QUALITY IS A UNIVERSAL LANGUAGE	
Registration Number:	2912806	ESTATES ONLINE	
Registration Number:	2800529	CONTEMPLATE THE ADVANTAGES	
Registration Number:	5855382	APR ALAIN PINEL REALTORS APL	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	036608-0165		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/19/2023		
Total Attachments: 8			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), among each OBLIGOR listed on the signature pages hereto (all of the foregoing, each a “**Grantor**” and collectively, the “**Grantors**”), and BARCLAYS BANK PLC, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) COMPASS, INC., a Delaware corporation (the “**Borrower**”), the other OBLIGORS party thereto, the LENDERS and the ISSUING BANKS from time to time party thereto, BARCLAYS BANK PLC, as administrative agent (in such capacity, the “**Administrative Agent**”) and the Collateral Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of March 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) The Grantors are party to a Pledge and Security Agreement, dated as of March 4, 2021, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which certain Grantors are required to execute and deliver this Agreement.
- (C) Under and subject to the terms of the Pledge and Security Agreement, the Grantors have pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in and Lien on certain Collateral (as set forth in and defined in the Pledge and Security Agreement), including without limitation certain Intellectual Property (as set forth in and defined in the Pledge and Security Agreement) of the Grantors, and have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.
- (D) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement or provided by reference in the Credit Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As 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 Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Trademark**” means all United States, state and foreign trademarks, trade names, trade dress, service marks, certification marks, collective marks, slogans, logos and other source or business identifiers, all registrations and pending applications for any of the foregoing, whether registered or unregistered, and whether or not established or registered in an Intellectual Property Registry in any country or any political subdivision thereof, and with respect to any and all of the foregoing: (i) all common law rights related thereto, (ii) the trademark registrations and pending applications referred to in Schedule 9A of the Pledge and Security Agreement, (iii) all extensions, continuations, reissues and renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (v) the right to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing or for any injury to goodwill and (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

“**Trademark Collateral**” means each Grantor’s right, title and interest in, to and under:

- (a) all Trademarks owned by such Grantor, including those referred to on Schedule I hereto; and
- (b) to the extent not already included in the foregoing, all Proceeds of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to the foregoing.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall (i) the Trademark Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Trademark if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or (ii) the security interest granted under Section 2 hereof attach to any United States trademark or service mark application

filed on the basis of a Grantor's intent-to-use such mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the US Patent and Trademark Office of a verified "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act 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 4 Pledge and Security Agreement

This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof, and 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 is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5 Termination, Release

This Agreement, the Security Interest and all other security interests granted hereby shall terminate in accordance with Section 9.13 of the Pledge and Security Agreement.

SECTION 6 Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.12 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

SECTION 7 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission (e.g., pdf via email) shall be effective as delivery of a

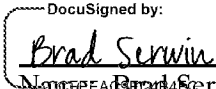
manually executed counterpart hereof. The Collateral Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[Signature Page Follows]

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

GRANTORS:

COMPASS, INC.

By:  _____
Name: Brad Serwin
Title: Secretary

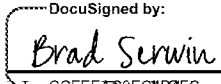
[Signature Page to Trademark Security Agreement]

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

GRANTORS:

COMPASS CALIFORNIA II, INC.


By:  _____
Name: Brad Serwin
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED:

BARCLAYS BANK PLC, as Collateral Agent

By: 

Name: Paul Casaccio
Title: Assistant Vice President

SCHEDULE I**TRADEMARKS**

<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Applicant/Registrant</u>
Japan	COMPASS CONCIERGE	Registered	A0108637	10-May-2021	1622448	10-May-2021	Compass, Inc.
USA	ALAIN PINEL	Registered	75/019561	14-Nov-1995	2124737	30-Dec-1997	Compass California II, Inc.
USA	PURVEYORS OF DISTINCTIVE HOMES & ESTATES	Registered	78/221307	04-Mar-2003	2895298	19-Oct-2004	Compass California II, Inc.
USA	QUALITY IS A UNIVERSAL LANGUAGE	Registered	78/221309	04-Mar-2003	2800530	30-Dec-2003	Compass California II, Inc.
USA	ESTATES ONLINE	Registered	78/261214	11-Jun-2003	2912806	21-Dec-2004	Compass California II, Inc.
USA	CONTEMPLA TE THE ADVANTAGE S	Registered	78221302	04-Mar-2003	2800529	30-Dec-2003	Compass California II, Inc.
USA	ECONOMIC STRAIGHT TALK	Closed	87/242323	18-Nov-2016	5240448	11-Jul-2017	Pacific Union International, Inc.
USA	APR ALAIN PINEL REALTORS APL & DESIGN	Registered	88/187221	08-Nov-2018	5855382	10-Sep-2019	Compass California II, Inc.