

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI124308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LendingTree, LLC		03/27/2024	Limited Liability Company: DELAWARE
Ovation Credit Services, Inc.		03/27/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	APOLLO ADMINISTRATIVE AGENCY LLC, as Collateral Agent		
Street Address:	9 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	5397606	COMPARECARDS	
Registration Number:	6268101		
Registration Number:	6268102		
Registration Number:	4413403	COMPARECARDS.COM	
Registration Number:	5378393	DELTY	
Registration Number:	5644502	DEPOSITACCOUNTS	
Registration Number:	2241814	GETSMART	
Registration Number:	2949459	GETSMART	
Registration Number:	2929887	GETSMART	
Registration Number:	5932205	IF YOU NEED A LOAN, YOU'RE NOT ALONE	
Registration Number:	5829755		
Registration Number:	2265733	LENDINGTREE	
Registration Number:	2886058	LENDINGTREE	
Registration Number:	5829756	LENDINGTREE	
Registration Number:	5829431	MAGNIFY MONEY	
Registration Number:	4781167	MAGNIFYMONEY	
Registration Number:	5538503	MILECARDS.COM	
Registration Number:	5710537	ONLINEBANKS	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	5945245	OVATION
Registration Number:	5945244	OVATION
Registration Number:	5502425	QUOTEWIZARD
Registration Number:	3940801	QUOTEWIZARD
Registration Number:	4285233	RATE KICK
Registration Number:	3608364	RATEELERT
Registration Number:	3235305	SIMPLETUITION
Registration Number:	4637098	SNAPCAP
Registration Number:	6008732	STUDENT LOAN HERO
Registration Number:	4738499	STUDENT LOAN HERO
Registration Number:	5751518	THE PLACE TO SHOP FOR MONEY
Registration Number:	3807609	TREE
Registration Number:	5778885	VALUEPENGUIN
Registration Number:	2440603	WHEN BANKS COMPETE, YOU WIN
Registration Number:	6085584	WIZARDCALLS
Registration Number:	6776584	LENDHAND
Registration Number:	6853774	MAGNIFYMONEY ADVISOR
Registration Number:	7076645	MAY THE BEST LOAN WIN
Registration Number:	6791481	QUOTEWIZARD
Registration Number:	7020759	THE VINE MONEY GROWS HERE

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)221-0102

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2308213ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/27/2024

Total Attachments: 8

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Trademark Security Agreement

This Trademark Security Agreement dated as of March 27, 2024 made by LendingTree, LLC and Ovation Credit Services, Inc. as pledgors and debtors (in such capacities and together with any successors in such capacities, individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of APOLLO ADMINISTRATIVE AGENCY LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee and secured party (in such capacities and together with any successors in such capacities, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of March 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Security Agreement”) made in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor and the Collateral Agent hereby agree as follows:

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

SECTION 2. Grant of Security Interest in Copyright Collateral. As collateral 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 the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a Lien on and continuing security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, corporate names, brand names, trade names and other identifiers of source or goodwill, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof) of such Pledgor now or hereafter, owned, filed or acquired by, or assigned to, such Pledgor (or in which such Pledgor, now or hereafter has any right, title or interest), including any of the foregoing listed on Schedule I attached hereto, together with any and all (i) rights and

privileges arising under applicable law with respect to the foregoing and all rights corresponding thereto throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing, (iv) income, fees, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including damages for past, present or future infringements, dilutions or violations thereof and (v) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property (including, for the avoidance of doubt, any U.S. trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), 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 such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations for which no claim has been asserted) and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement, all at the Pledgors' sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other


electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Collateral Agent to accept electronic signatures in any form or format without its prior written consent.

SECTION 6. Expenses, Indemnity, Damage Waiver, Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.03, 9.09 and 9.10 of the Credit Agreement are incorporated herein, mutatis mutandis, as if a part hereof.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

LendingTree, LLC, as Pledgor

By: 
Trent Ziegler (Mar 24, 2024 22:23 EDT)
Name: Trent Ziegler
Title: Treasurer

Ovation Credit Services, Inc., as Pledgor

By: 
Trent Ziegler (Mar 24, 2024 22:23 EDT)
Name: Trent Ziegler
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008381 FRAME: 0695

Accepted and Agreed:
APOLLO ADMINISTRATIVE AGENCY LLC,
as Collateral Agent

By: 
Name: Daniel M. Duval
Title: Vice President




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

United States Trademark Registrations:

Trademark	Reg. No.	Reg. Date	App. No.	Filing Date	Owner
COMPARECARDS	5,397,606	2/6/2018	87/250,132	11/29/2016	LendingTree, LLC
Design Only 	6,268,101	2/9/2021	88/757,083	1/13/2020	LendingTree, LLC
Design Only 	6,268,102	2/9/2021	88/757,085	1/13/2020	LendingTree, LLC
COMPARECARDS.COM	4,413,403	10/8/2013	85/748,104	10/8/2012	LendingTree, LLC
Delty & Design 	5,378,393	1/16/2018	87/473,810	6/2/2017	LendingTree, LLC
DEPOSITACCOUNTS and Design	5,644,502	1/1/2019	87/523,383	7/11/2017	LendingTree, LLC
GETSMART	2,241,814	4/27/1999	75/194,853	11/7/1996	LendingTree, LLC
GETSMART	2,949,459	5/10/2005	78/068,777	6/12/2001	LendingTree, LLC
GETSMART	2,929,887	3/1/2005	78/975,601	6/12/2001	LendingTree, LLC
IF YOU NEED A LOAN, YOU'RE NOT ALONE	5,932,205	12/10/2019	86/674,462	6/25/2015	LendingTree, LLC
Design Only 	5,829,755	8/6/2019	87/897,512	4/27/2018	LendingTree, LLC
LENDINGTREE	2,265,733	7/27/1999	75/430,648	2/9/1998	LendingTree, LLC
LENDINGTREE	2,886,058	9/21/2004	76/546,260	9/22/2003	LendingTree, LLC

Trademark	Reg. No.	Reg. Date	App. No.	Filing Date	Owner
LENDINGTREE and Design 	5,829,756	8/6/2019	87/897,661	4/27/2018	LendingTree, LLC
MAGNIFY MONEY and Design 	5,829,431	8/6/2019	87/523,396	7/11/2017	LendingTree, LLC
MAGNIFYMONEY	4,781,167	7/28/2015	86/463,511	11/24/2014	LendingTree, LLC
MILECARDS.COM	5,538,503	8/14/2018	87/523,344	7/11/2017	LendingTree, LLC
ONLINEBANKS and Design	5,710,537	3/26/2019	87/523,386	7/11/2017	LendingTree, LLC
OVATION and Design 	5,945,245	12/24/2019	88/051,540	7/25/2018	Ovation Credit Services, Inc.
OVATION Word	5,945,244	12/24/2019	88/051,537	7/25/2018	Ovation Credit Services, Inc.
QUOTEWIZARD & Design 	5,502,425	6/26/2018	87/687,875	11/16/2017	LendingTree, LLC
QUOTEWIZARD	3,940,801	4/5/2011	85/102,316	8/6/2010	LendingTree, LLC
RATE KICK and Design 	4,285,233	2/5/2013	85/581,947	3/28/2012	LendingTree, LLC
RATEELERT	3,608,364	4/21/2009	77/479,232	5/20/2008	LendingTree, LLC
SIMPLETUITION	3,235,305	4/24/2007	78/759,118	11/22/2005	LendingTree, LLC
SNAPCAP	4,637,098	11/11/2014	86/248,075	4/10/2014	LendingTree, LLC
STUDENT LOAN HERO and Design 	6,008,732	3/10/2020	88/068,232	8/7/2018	LendingTree, LLC
STUDENT LOAN HERO	4,738,499	5/19/2015	86/396,394	9/16/2014	LendingTree, LLC
THE PLACE TO SHOP FOR MONEY	5,751,518	5/14/2019	86/674,459	6/25/2015	LendingTree, LLC
TREE	3,807,609	6/22/2010	77/448,144	4/15/2008	LendingTree, LLC
VALUEPENGUIN	5,778,885	6/18/2019	87/871,334	4/10/2018	LendingTree, LLC

[Security Agreement]

Trademark	Reg. No.	Reg. Date	App. No.	Filing Date	Owner
WHEN BANKS COMPETE, YOU WIN	2,440,603	4/3/2001	75/887,455	1/5/2000	LendingTree, LLC
WIZARDCALLS and Design 	6,085,584	6/23/2020	88/712,195	12/2/2019	LendingTree, LLC
LENDAHAND and Design 	6,776,584	6/28/2022	90/820,293	7/9/2021	LendingTree, LLC
MAGNIFYMONEY ADVISOR	6,853,774	9/20/2022	90/644,641	4/14/2021	LendingTree, LLC
MAY THE BEST LOAN WIN	7,076,645	6/6/2023	97/070,727	10/12/2021	LendingTree, LLC
QUOTEWIZARD	6,791,481	7/12/2022	97/091,196	10/25/2021	LendingTree, LLC
THE VINE MONEY GROWS HERE and Design 	7,020,759	4/4/2023	97/524,526	7/28/2022	LendingTree, LLC

United States Trademark Applications:

None.

[Security Agreement]

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RECORDED: 03/27/2024

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