

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urban Settlement Services, LLC d/b/a/ Urban Lending Solutions		08/18/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	Mail Code TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3879879	URBAN LENDING SOLUTIONS	
Serial Number:	85877090	URBAN PROPERTY DATA	
Serial Number:	85845257	URBAN FULFILLMENT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4352143811		
<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:	435-214-3807		
Email:	mjones@markuswilliams.com		
Correspondent Name:	Melinda Jones		
Address Line 1:	2750 Rasmussen Road, Suite H-104		
Address Line 4:	Park City, UTAH 84098		
ATTORNEY DOCKET NUMBER:	10785.007		
NAME OF SUBMITTER:	Melinda Jones		
SIGNATURE:	/mej/		
DATE SIGNED:	08/29/2014		
Total Attachments: 11			

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may be hereafter amended, restated, or otherwise modified from time to time, this "Agreement") is dated as of August 18, 2014, by and between **URBAN SETTLEMENT SERVICES, LLC d/b/a Urban Lending Solutions**, a Pennsylvania limited liability company (the "Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association (the "Lender"), each having a business location at the address set forth below next to its respective signature.

WITNESSETH:

WHEREAS, Grantor, certain other co-borrowers and Lender are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to extend to Grantor certain credit and other accommodations; and

WHEREAS, it is a condition precedent to the obligation of Lender to extend credit and other accommodations pursuant to the terms of the Loan Agreement that this Agreement be executed and delivered by Grantor.

NOW, THEREFORE, in order to induce Lender to make the loans and other financial accommodations provided for in the Loan Agreement and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Defined Terms.** All terms capitalized but not otherwise defined herein shall have the same meanings, respectively, as given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

Patents: all of Grantor's right, title and interest in and to patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Exhibit A** attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue and recover for past, present and future infringements of any of the foregoing, all as presently existing or hereafter arising or acquired.

Security Interest: has the meaning given in Section 2.

Trademarks: means all of Grantor's right, title and interest in and to:
(a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such

applications) filed in connection therewith, including, without limitation, the trademarks and applications listed on **Exhibit B** attached hereto and made a part hereof; (b) licenses, fees or royalties with respect to the foregoing; (c) the right to sue and recover for past, present and future infringement, dilution and damages therefore; and (d) licenses thereunder; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing.

2. **Security Interest.** To secure the prompt payment and performance of the Obligations, Grantor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "**Security Interest**") with power of sale to the extent permitted by law, in the Patents and in the Trademarks. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations and Warranties; Covenants.** Grantor represents, warrants and, on a continuing basis from the date of this Agreement and so long as any of the Obligations remain outstanding, agrees as follows:

3.1 [Reserved]

3.2 [Reserved]

3.3 [Reserved]

3.4 **Patents.** **Exhibit A** accurately lists all Patents owned or controlled by Grantor as of the date hereof, or to which Grantor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Grantor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Grantor shall within 60 days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement. No Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by Grantor not to sue third persons. Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent.

3.5 **Trademarks.** **Exhibit B** accurately lists all Trademarks owned or controlled by Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which

there are no applications or registrations) which are not material to Grantor's or any Affiliate's business(es). If after the date hereof, Grantor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Grantor's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall within 60 days provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement. No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any Liens other than Permitted Liens, including without limitation, shop rights and covenants by Grantor not to sue third persons. Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark.

3.6 [Reserved]

3.7 Title. Grantor (a) will have, at the time Grantor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (b) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

3.8 No Sale. Except as permitted in the Loan Agreement, Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

3.9 Defense. Grantor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

3.10 Maintenance. Grantor agrees to maintain the quality of any and all products or services in connection with which the Patents and Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuation of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product or services quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold or services provided by Grantor in connection with the Patents and Trademarks. Grantor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (a) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (b) a separate written power of attorney or other authorization to pay such

maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

3.11 Lender's Right to Take Action. If Grantor fails to perform or observe any of its covenants or agreements set forth in Section 3, and if such failure continues for a period of fifteen days after Lender gives Grantor written notice thereof (or, in the case of the agreements contained in Section 3.10, immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantor notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

3.12 Performance of the Obligations. Lender may, in its discretion at any time and from time to time, at Grantor's expense, pay any amount or do any act required of Grantor under any Loan Documents or otherwise lawfully requested by Lender to (a) enforce any Loan Documents or collect any Obligations; (b) protect, insure, maintain or realize upon the Security Interest; or (c) defend or maintain the validity or priority of Lender's Liens in the Security Interest, including any payment of a judgment, insurance premium, or any discharge of a Lien. All payments, costs and expenses (including Extraordinary Expenses) of Lender under this Section shall be reimbursed by Grantor, on demand, with interest from the date incurred until paid in full, at the Default Rate applicable to Base Rate Revolver Loans. Any payment made or action taken by Lender under this Section shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents.

3.13 Power of Attorney. To facilitate Lender's taking action under Section 3.11 and exercising its rights under Section 5, Grantor hereby irrevocably constitutes and appoints (which appointment is coupled with an interest) Lender (and all Persons designated by Lender), as Grantor's true and lawful attorney (and agent-in-fact) for the purposes provided in this Agreement. Upon the occurrence and during the continuation of an Event of Default, Lender, or Lender's designee, may, without notice and in either its or Grantor's name, but at the cost and expense of Grantor, from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under Section 3, or, necessary for Lender to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party.

4. Grantor's Use of the Patents and Trademarks. Grantor shall be permitted to control and manage the Patents and Trademarks in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Remedies. If an Event of Default described in Section 10.1(j) of the Loan Agreement occurs, then to the extent permitted by applicable law, all Obligations shall become

automatically due and payable, without any action by Lender or notice of any kind. In addition, or if any other Event of Default exists, Lender may in its discretion do any one or more of the following from time to time:

5.1 Lender may exercise any or all remedies available under the Loan Agreement.

5.2 Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

5.3 Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

6. **Amendments and Waivers.**

6.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Lender, and their respective successors and assigns, except that Grantor shall not have the right to assign its rights or delegate its obligations under any Loan Documents.

6.2 Amendments and Other Modifications. No modification of this Agreement or any other Loan Document, including any extension or amendment of a Loan Document or any waiver of a Default or Event of Default, shall be effective without the prior written agreement of Lender and each Obligor party to such Loan Document; provided, however, that only the consent of the parties to a Bank Product agreement shall be required for any modification of such agreement. Any waiver or consent granted by Lender shall be effective only if in writing, and only for the matter specified.

7. Notices and Communications. All notices and other communications by or to a party hereto shall be given in the manner and at the addresses set forth in the Loan Agreement.

8. Cumulative Effect; Conflict of Terms; General. The provisions of the Loan Documents are cumulative. Grantor acknowledges that the Loan Documents may use several limitations or measurements to regulate similar matters, and Grantor agrees that these are cumulative and that each must be performed as provided. Except as otherwise provided in another Loan Document (by specific reference to the applicable provision of this Agreement), if any provision contained herein is in direct conflict with any provision in the Loan Agreement, the provision in the Loan Agreement shall govern and control. All representations and warranties contained in this Agreement or in any other agreement between Grantor and Lender or by Grantor in favor of Lender shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

9. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law. If any provision is found to be invalid under applicable law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

10. **Counterparts; Execution.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the Colorado State Uniform Electronic Transactions Act or any similar state law based on the Uniform Electronic Transactions Act.

11. **Entire Agreement.** Time is of the essence with respect to this Agreement and the Obligations. This Agreement constitutes the entire agreement, and supersedes all prior understandings and agreements, among the parties relating to the subject matter thereof.

12. **GOVERNING LAW.** THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

13. **Consent to Forum.**

13.1 **FORUM.** GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE CITY AND COUNTY OF DENVER, COLORADO, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable law.

13.2 **Other Jurisdictions.** Nothing herein shall limit the right of Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by applicable law. Nothing in this Agreement shall be deemed to preclude enforcement by Lender of any judgment or order obtained in any forum or jurisdiction.

14. **Waivers by Grantor.** To the fullest extent permitted by applicable law, Grantor waives (a) the right to trial by jury (which Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Patents and Trademarks; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Lender on which Grantor may in any way be liable, and hereby ratifies anything Lender may do in this regard; (c) notice prior to taking possession or control of the Patents and Trademarks; (d) any bond or security that might be required by a court prior to allowing Lender to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any enforcement action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Grantor acknowledges that the foregoing waivers are a material inducement to Lender entering into the Loan Documents and that Lender is relying upon the foregoing in its dealings with Grantor and the other Obligors. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

15. **NO ORAL AGREEMENT.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE OBLIGORS AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS AMONG THE OBLIGORS AND LENDER. THERE ARE NO UNWRITTEN AGREEMENTS AMONG THE OBLIGORS AND LENDER.

16. **Termination; Release of Collateral.** This Agreement shall terminate upon Full Payment of the Obligations (except for the indemnification provisions of the Loan Agreement) and termination of the Loan Agreement and all rights to the Patents and Trademarks shall revert to Grantor. Upon such termination, Lender shall execute, at Grantor's expense, such documents as Grantor shall reasonably request in order to evidence such terminations, including, without limitation, UCC-3 termination statements.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first above written.

LENDER:

BANK OF AMERICA, N.A.

By: Laura K. Parrish
Name: Laura K. Parrish
Title: Vice President
Address:
901 Main Street, 11th Floor
Dallas, TX 75202-3714
Mail Code TX1-492-11-23
Attn: Laura Parrish
Telecopy: (214) 209-4766

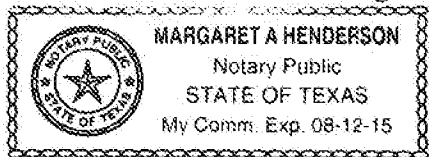
GRANTOR:

**URBAN SETTLEMENT SERVICES, LLC
d/b/a Urban Lending Solutions**

By: _____
Name: Charles Sanders
Title: Manager and Chief Executive Officer
Address:
11802 Ridge Parkway, Suite 200
Broomfield, CO 80021
Attn: Daniel Chitwood
Telecopy: (303) 996-8905

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 14th day of August, 2014, by Laura K. Parrish, a Vice President of Bank of America, N.A., a national banking association, on behalf of such national banking association.



Margaret A. Henderson
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of August, 2014, by Charles Sanders, the Manager and Chief Executive Officer of Urban Settlement Services, LLC d/b/a Urban Lending Solutions, a Pennsylvania limited liability company, on behalf of such limited liability company.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first above written.

LENDER:

BANK OF AMERICA, N.A.

By: _____

Name: Laura K. Parrish

Title: Vice President

Address:

901 Main Street, 11th Floor

Dallas, TX 75202-3714

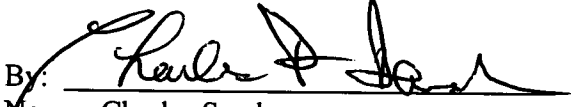
Mail Code TX1-492-11-23

Attn: Laura Parrish

Telecopy: (214) 209-4766

GRANTOR:

**URBAN SETTLEMENT SERVICES, LLC
d/b/a Urban Lending Solutions**

By: 

Name: Charles Sanders

Title: Manager and Chief Executive Officer

Address:

11802 Ridge Parkway, Suite 200

Broomfield, CO 80021

Attn: Daniel Chitwood

Telecopy: (303) 996-8905

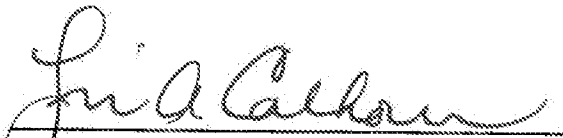
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of August, 2014, by Laura K. Parrish, a Vice President of Bank of America, N.A., a national banking association, on behalf of such national banking association.

Notary Public

STATE OF Pennsylvania)
) ss.
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 14th day of August, 2014, by Charles Sanders, the Manager and Chief Executive Officer of Urban Settlement Services, LLC d/b/a Urban Lending Solutions, a Pennsylvania limited liability company, on behalf of such limited liability company.



Notary Public

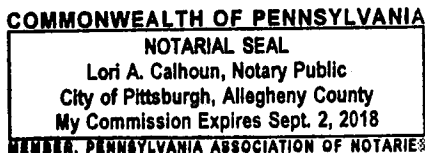


EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			


FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
	3,879,879	November 23, 2010

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
URBAN PROPERTY DATA	85/877090	March 15, 2013
URBAN FULFILLMENT SERVICES	85/845257	February 8, 2013

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

COMMON LAW MARKS

<u>Common Law Trademark</u>	<u>Owner</u>
Urban Settlement Services	Urban Settlement Services, LLC
ULS	Urban Settlement Services, LLC