

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Apex Appraisal Service, Inc.		11/04/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank Australia Limited		
<b>Street Address:</b>	333 Collins Street		
<b>Internal Address:</b>	Level 10		
<b>City:</b>	Melbourne, Victoria		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	3000		
<b>Entity Type:</b>	Corporation: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4970290	QC360	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	053962		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	11/19/2019		
<b>Total Attachments: 6</b>			
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**Grant of Security Interest  
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of November 4, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature page hereto (collectively, the "**Grantor**") in favor of HSBC Bank Australia Limited and The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch, as Secured Parties (in such capacity, together with their respective successors and permitted assigns, the "**Secured Parties**").

**WHEREAS**, the Grantor is party to a Security Agreement dated as of October 30, 2019 (the "**Security Agreement**") between the Grantor and the other grantors party thereto and the Secured Parties pursuant to which the Grantor granted a security interest to the Secured Parties in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Parties 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**

The Grantor hereby grants to the Secured Parties a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patent and 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 5. Termination**

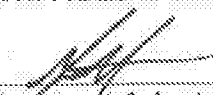
Upon the termination of the Security Agreement, the Secured Parties shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

**SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 4th  
day of November, 2019.


APEX APPRAISAL SERVICE, INC., as Grantor

By:   
Name: Gabriel Horn  
Title: President


{IP Security Agreement Signature Page}

**TRADEMARK**  
**REEL: 006798 FRAME: 0903**

**HSBC BANK AUSTRALIA LIMITED,**  
as a Secured Party

By:   
Name: Stephen O'Connor  
Title: 036325 A  
*Senior Legal Relationship Manager*

**THE HONGKONG AND SHANGHAI BANKING  
CORPORATION LIMITED, SYDNEY BRANCH,**  
as a Secured Party

By:   
Name: Stephen O'Connor  
Title: 036325 A  
*Senior Legal Relationship Manager*

[IP Security Agreement Signature Page]

Schedule A to Patent and Trademark Security Agreement

**PATENTS AND PATENT APPLICATIONS**

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
N/A					

**PATENT LICENSES**

Licensor	Licensee	Patent Number(s)	Date
N/A			

Schedule B to Patent and Trademark Security Agreement

**TRADEMARKS**

Registration No.	Country	Issue Date	Mark
4970290	United States	May 31, 2016	

**TRADEMARK APPLICATIONS**

Serial No.	Country	Filing Date	Mark
N/A			

**TRADEMARK LICENSES**

Grantor	Serial or Registration No.	Country	Issue or Filing Date	Mark
N/A				