

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KELLER MORTGAGE, LLC		08/27/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5356927	KELLER MORTGAGE	
Registration Number:	5361814	KELLER MORTGAGE	
Registration Number:	5641981	KELLERMORTGAGE	
Registration Number:	5985576	KM	
Registration Number:	5055200	PRIMERO HOME LOANS	
Serial Number:	88924833		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128016488		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP Attn: Sandy Chiu		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	147806.011400		
NAME OF SUBMITTER:	Sandy Chiu, Esq.		
SIGNATURE:	/Sandy Chiu/		

CH \$165.00 5356927

DATE SIGNED:	08/28/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of August 27, 2020, is made by KELLER MORTGAGE, LLC, an Ohio limited liability company, having a principal office address at 4725 Lakehurst Ct., Suite 400, Dublin, Ohio 43016 (“Grantor”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent, for the benefit of the Secured Parties, having a principal office address at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402 (“Administrative Agent”).

WHEREAS, Grantor, Administrative Agent and Nineteen77 Capital Solutions A LP, a Delaware limited partnership, have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement); and

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a first priority continuing security interest in certain Collateral, including Grantor’s intellectual property listed on Schedule A attached hereto, and has agreed to execute and deliver this Trademark Security Agreement for recording with the U.S. Patent and Trademark office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to Administrative Agent a first priority continuing security interest in all of Grantor’s right, title and interest in, whether presently existing or hereafter created or acquired, all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof, including, without limitation, those referred to on Schedule A attached hereto (collectively, the “Trademarks”).

SECTION 2. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement with respect to the Trademarks.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Administrative Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Licensing. Until full payment of all of the Obligations, Grantor shall not enter into any license agreement or arrangement relating to any of the Collateral with any person or entity, except non-exclusive licenses which may be granted to customers, vendors, suppliers, agents or other service providers of Grantor in the Ordinary Course of Business, as reasonably related to Grantor’s business, or as customary in the industry in which Grantor operates.

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 (WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW).

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

GRANTOR:

KELLER MORTGAGE, LLC, an Ohio limited liability company

By 

Name: George Milligan
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Administrative Agent

By _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007049 FRAME: 0419

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

GRANTOR:

KELLER MORTGAGE, LLC, an Ohio limited liability company

By _____

Name:

Title:

ADMINISTRATIVE AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Administrative Agent

By

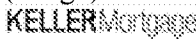
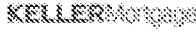





Name: Amanda Berg

Title: Banking Officer

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Filing Date / Registration Date	Reg. No. Serial No.
KELLER MORTGAGE	US	Filed: July 20, 2017 Registered: December 12, 2017	RN: 5356927 SN: 87535608
KELLERMORTGAGE (design) 	US	Filed: July 25, 2017 Registered: December 19, 2017	RN: 5361814 SN: 87542066
KELLERMORTGAGE (design) 	US	Filed: May 1, 2018 Registered: January 1, 2019	RN: 5641981 SN: 87902148
KM (design) 	US	Filed: October 30, 2018 Registered: February 11, 2020	RN: 5985576 SN: 88174973
PRIMERO HOME LOANS	US	Filed: October 30, 2014 Registered: October 4, 2016	RN: 5055200 SN: 86439229
Design 	US	Filed: May 20, 2020	SN: 88924833
Design 	Canada	Filed: May 20, 2020	SN: 2029300
KELLER MORTGAGE	Wisconsin (Trademark)	Registered: February 22, 2017	RN: WI 20170000566
PRIMERO HOME LOANS	Wisconsin (Trademark)	Registered: June 15, 2016	RN: WI 20161441567
SMARTER MORTGAGES	Wisconsin (Trademark)	Registered: August 8, 2012	RN: WI 20131440264
KELLER MORTGAGE	Nebraska (Trade Name)	Registered: July 11, 2017	RN: NE 10246065

[Schedule A to Trademark Security Agreement]

Mark	Jurisdiction	Filing Date / Registration Date	Reg. No. Serial No.
SMARTER MORTGAGES	Nebraska (Trade Name)	Registered: July 11, 2017	RN: NE 10246066
KELLER MORTGAGE	New Hampshire (Trade Name)	Registered: July 17, 2017	RN: NH 775217
SMARTER MORTGAGES	New Hampshire (Trade Name)	Registered: July 17, 2017	RN: NH 775219
KELLER MORTGAGE	Ohio (Trade Name)	Registered: January 4, 2017	RN: OH 3975963
SMARTER MORTGAGES	Colorado (Trade Name)	Registered: April 17, 2012	RN: CO 20121219658
KELLER MORTGAGE	Colorado (Trade Name)	Registered: May 24, 2016	RN: CO 20161358066

[Schedule A to Trademark Security Agreement]