TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM627072

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|------------------------------|--|
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-----------------------|
| BROADMARK REALTY CAPITAL INC. | | 02/19/2021 | Corporation: MARYLAND |

RECEIVING PARTY DATA

| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |
|-----------------|--|
| Street Address: | 10 SOUTH DEARBORN STREET |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark | | |
|----------------------|---------|--------------------------|--|--|
| Registration Number: | 6074270 | BROADMARK | | |
| Registration Number: | 6231399 | BROADMARK REALTY CAPITAL | | |
| Registration Number: | 6231462 | BROADMARK REALTY CAPITAL | | |

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3393

Email: ksolomon@stblaw.com LORI LESSER, ESQ. **Correspondent Name:**

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: **425 LEXINGTON AVENUE**

Address Line 4: NEW YORK, NEW YORK 10017

| ATTORNEY DOCKET NUMBER: | 509265/2304 |
|-------------------------|-------------|
| NAME OF SUBMITTER: | LORI LESSER |
| SIGNATURE: | /LL/ |
| DATE SIGNED: | 02/19/2021 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2021 (as amended, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), is made by each of the signatories hereto (collectively, the "<u>Grantors</u>") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Broadmark Realty Capital Inc., a Maryland corporation (the "Borrower") has entered into the Credit Agreement, dated as of February 19, 2021 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the Guarantee and Collateral Agreement, dated as of February 19, 2021 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties.

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

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. <u>Grant of Security</u>. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor's right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed on any number of separate counterparts (including by email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The terms of Section 9.06(b) of the Credit Agreement shall apply to this Trademark Security Agreement, mutatis mutandi.

SECTION 5. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

BROADMARK REALTY CAPITAL INC.,

as Grantor

By: New Boparai

Name: Nevin Boparai

Title: Executive Vice President, Chief Legal Officer and

Secretary

JPMORGAN CHASE BANK, N.A., as Administrative Agent

Ву: Name:

Title:

Matthew D Griffith Managing Director JPMorgan

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007197 FRAME: 0364

SCHEDULE A

United States Trademarks and Trademark Applications

| Mark | Serial / Registration No. | Filing Date | Registration Date | Class | Grantor |
|-----------|------------------------------|-------------|----------------------|-------|--|
| BROADMARK | Registration No. 6,074,270 | 11/5/2019 | 6/9/2020 | 36 | Broadmark Realty Capital Inc. |
| BROADMARK | Registration No. 6,231,399 | 11/25/2019 | 12/29/2020 | 36 | Broadmark Realty Capital Inc. |
| BROADMARK | Registration No. 6,231,462 | 12/6/2019 | 12/29/2020 | 36 | Broadmark Realty Capital Inc. |

TRADEMARK REEL: 007197 FRAME: 0365

RECORDED: 02/19/2021