

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SITUS ASSET MANAGEMENT LLC		05/07/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Administrative Agent		
<b>Street Address:</b>	2 BETHESDA METRO CENTER		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2538868	COHEN FINANCIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Linda Kastner		
<b>SIGNATURE:</b>	/lk/		
<b>DATE SIGNED:</b>	05/10/2021		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated May 7, 2021, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Capital One, National Association, as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SitusAMC Holdings Corporation, a Delaware corporation, and SitusAMC Group Holdings, LP, a Delaware limited partnership, have entered into the Credit Agreement, dated as of June 28, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of June 28, 2019 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the "Collateral"):

- (i) all patents and patent applications, and all improvements thereto ("Patents");
- (ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");
- (iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");
- (iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States

intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 6. Governing Law; Jurisdiction; Etc. i) GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(a) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE “FEDERAL DISTRICT COURT”) AND APPELLATE COURTS FROM EITHER OF THEM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS IP SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT; PROVIDED THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, AND (III) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**IN WITNESS WHEREOF**, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**SITUS ASSET MANAGEMENT LLC**

DocuSigned by:  
*David DeClark*  
By: \_\_\_\_\_  
Name: David DeClark  
Title: Chief Financial Officer

**MBMS LLC**

DocuSigned by:  
*David DeClark*  
By: \_\_\_\_\_  
Name: David DeClark  
Title: Chief Financial Officer

**SITUSAMC HOLDINGS CORPORATION**

DocuSigned by:  
*David DeClark*  
By: \_\_\_\_\_  
Name: David DeClark  
Title: Chief Financial Officer

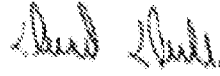
**LOGICEASE SOLUTIONS, INC.**

DocuSigned by:  
*David DeClark*  
By: \_\_\_\_\_  
Name: David DeClark  
Title: Chief Financial Officer

**STREET RESOURCE GROUP, INC.**

DocuSigned by:  
*David DeClark*  
By: \_\_\_\_\_  
Name: David DeClark  
Title: Chief Financial Officer

**Capital One, National Association,**  
as Administrative Agent



By:

Name: David Dale

Title: Vice President



SCHEDULE A

**Patents**

Title	App. No.	App. Date	Patent No.	Patent Date	Owner
System and Method for Automated Compliance with Loan Legislation	10609721	06/30/2003	7386505	06/10/2008	SitusAMC Holdings Corporation

**Copyrights**

Title	Reg. No.	Reg. Date	Owner
Lending Examination Format Specification	TXu001835454	10/25/2012	LogicEase Solutions Inc.



Title	Reg. No.	Reg. Date	Owner
SRG warehouse loan system version 9.0000. (alternate title: Warehouse Loan Systems by Street Resource Group, Inc.)	TX0005895308	10/21/2003	Street Resource Group, Inc.





**Trademarks**

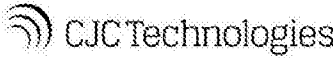
Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Cohen Financial	75665891	03/22/1999	2538868	02/19/2002	SITUS ASSET MANAGEMENT LLC





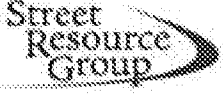
Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
MBMS	86958725	3/30/2016	5081533	11/15/2016	MBMS LLC
PEOPLETECHNOLOGY	86958738	3/30/2016	5413430	2/27/2018	MBMS LLC

SPECIALIZING IN WHAT MATTERS MOST TO YOU!	86958730	3/30/2016	5073215	11/1/2016	MBMS LLC
TEAMTECHNOLOGY	88481329	6/20/2019	6159381	9/22/2020	MBMS LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
SURELOCK	90257821	10/15/2020	N/A	N/A	SitusAMC Holdings Corporation
SITUSAMC	88633011	9/26/2019	6044159	4/28/2020	SitusAMC Holdings Corporation
[Design only]	88632856	9/26/2019	6044158	4/28/2020	SitusAMC Holdings Corporation
SITUSAMC	88633025	9/26/2019	6038890	4/21/2020	SitusAMC Holdings Corporation
AMERICAN MORTGAGE CONSULTANTS	88579266	8/14/2019	6012969	3/17/2020	SitusAMC Holdings Corporation
REALIZING OPPORTUNITIES IN REAL ESTATE	88632983	09/26/2019	6165627	09/29/2020	SitusAMC Holdings Corporation
	88815451	6/10/2020	6152385	9/15/2020	SitusAMC Holdings Corporation
	88842404	3/20/2020	6153272	9/15/2020	SitusAMC Holdings Corporation
BASELINE REVERSE	88842390	3/20/2020	6153271	09/15/2020	SitusAMC Holdings Corporation

BASELINE DELIVERY	88842421	03/20/2020	6153273	09/15/2020	SitusAMC Holdings Corporation
 <b>BASELINE</b> Delivery	88842444	03/20/2020	6153274	09/15/2020	SitusAMC Holdings Corporation
BASELINE SURELOCK	88842462	03/20/2020	6214960	12/8/2020	SitusAMC Holdings Corporation
 <b>BASELINE</b> SURELOCK	88842478	03/20/2020	6214961	12/8/2020	SitusAMC Holdings Corporation
	88842490	03/20/2020	6214962	12/8/2020	SitusAMC Holdings Corporation
ALAN KING AND COMPANY	88842304	3/20/2020	6153270	9/15/2020	SitusAMC Holdings Corporation
SBO 2000	88842361	3/20/2020	6304247	3/30/2021	SitusAMC Holdings Corporation
	88842323	3/20/2020	6304245	3/30/2021	SitusAMC Holdings Corporation
SBO.NET	88842339	3/20/2020	6304246	3/30/2021	SitusAMC Holdings Corporation
CJC TECHNOLOGIES	86311145	6/16/2014	5191572	4/25/2017	SitusAMC Holdings Corporation
SIZER	86311187	6/16/2014	4848149	11/3/2015	SitusAMC Holdings Corporation
APPROVER	86311136	6/16/2014	4741094	5/19/2015	SitusAMC Holdings Corporation

 CJC Technologies	88870166	04/13/2020	6179984	10/20/2020	SitusAMC Holdings Corporation
LendingEase	77926280	02/02/2010	3844697	09/07/2010	SitusAMC Holdings Corporation
REGULATORDIRECT	77541005	08/06/2008	3850652	09/21/2010	SitusAMC Holdings Corporation
IDexpress	86272207	05/05/2014	4656117	12/16/2014	SitusAMC Holdings Corporation
COMPLIANCEANALYZER	77870804	11/12/2009	3898717	01/04/2011	SitusAMC Holdings Corporation
REGULATORCONNECT	77540875	08/06/2008	3908425	01/18/2011	SitusAMC Holdings Corporation
ClosingXpress	86844412	12/09/2015	5007530	07/26/2016	SitusAMC Holdings Corporation
ComplianceEase	76446660	09/03/2002	2729049	06/24/2003	SitusAMC Holdings Corporation
FairnessAnalyzer	85960707	06/14/2013	4466446	01/14/2014	SitusAMC Holdings Corporation
INVESTORDIRECT	77005883	09/22/2006	3264130	07/17/2007	SitusAMC Holdings Corporation
LOGICEASE	78675846	07/21/2005	3424197	05/06/2008	SitusAMC Holdings Corporation
PROCLOSE	75529593	08/03/1998	2350852	05/16/2000	SitusAMC Holdings Corporation
PROCLOSE	75529585	08/03/1998	2396323	10/17/2000	SitusAMC Holdings Corporation

rDCF	90415617	12/26/2020	N/A	N/A	SitusAMC Holdings Corporation
	90415625	12/26/2020	N/A	N/A	SitusAMC Holdings Corporation
rBudget	90415630	12/26/2020	N/A	N/A	SitusAMC Holdings Corporation
	90415635	12/26/2020	N/A	N/A	SitusAMC Holdings Corporation
READY PRICE	90507376	2/3/2021	N/A	N/A	SitusAMC Holdings Corporation
	90508185	2/3/2021	N/A	N/A	SitusAMC Holdings Corporation
	90508118	2/3/2021	N/A	N/A	SitusAMC Holdings Corporation
Mortgage.Exchange	90508216	2/3/2021	N/A	N/A	SitusAMC Holdings Corporation
<b>MORTGAGE.EXCHANGE</b>	90508241	2/3/2021	N/A	N/A	SitusAMC Holdings Corporation
	90559928	3/4/2021	N/A	N/A	SitusAMC Holdings Corporation
SRG	90559889	3/4/2021	N/A	N/A	SitusAMC Holdings Corporation
Street Resource Group	90559835	3/4/2021	N/A	N/A	SitusAMC Holdings Corporation

WLS	90559812	3/4/2021	N/A	N/A	SitusAMC Holdings Corporation
SRG Warehouse Loan System	90559787	3/4/2021	N/A	N/A	SitusAMC Holdings Corporation