

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704418

<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>
WowTools, Inc.		01/24/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent		
<b>Street Address:</b>	10 South Dearborn, Floor L2, SUITE IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4707292	MY NEST	
<b>Registration Number:</b>	2306160	THE MORTGAGE COACH	
<b>Registration Number:</b>	2671363	RATEWATCH	
<b>Registration Number:</b>	6163115	MORTGAGECOACH	
<b>Registration Number:</b>	6163114		
<b>Registration Number:</b>	5476006		
<b>Serial Number:</b>	90632232	TOTAL COST ANALYSIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. BOX 2828		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	21695290		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		

CH \$190.00 4707292

<b>DATE SIGNED:</b>	01/25/2022
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of January 24, 2022 is among WowTools, Inc., a California corporation (the “Grantor”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, “Administrative Agent”) on behalf of the Lenders and the other Secured Parties (as defined in the Security Agreement, defined below).

**WITNESSETH**

WHEREAS, reference is made to the Credit Agreement, dated as of December 3, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), by and among ORBIT ACQUISITION COMPANY, LLC, a Delaware limited liability company (“Holdings”), SALES BOOMERANG, LLC, a Maryland limited liability company (“Sales Boomerang”), the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent; and

WHEREAS, pursuant to the Security Agreement Supplement, dated as of the date hereof, the Grantor has joined a Pledge and Security Agreement, dated as of December 3, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”), by and among Holdings, Sales Boomerang, the other Loan Parties party thereto, and Administrative Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

**Section 1. Definitions.** Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Intellectual Property” means all rights, title and interests in intellectual property arising under any Requirement of Law, including all Copyrights, Patents, Trademarks, Internet Domain Names, and Trade Secrets, and including all rights with respect to the foregoing granted under any IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and in each case, all rights to obtain any other IP Ancillary Right throughout the world.

**Section 2. Grant of Security Interest in the Collateral.** The Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security

interest in all of the following property of the Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “Trademarks” means (a) all rights, title and interests arising under any Requirement of Law in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.; and (b) all renewals thereof, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by the Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) through (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include, (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rules or regulations or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the 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. Continuing Agreement.** This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full of all Secured Obligations.

**Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

*[signature pages follow]*

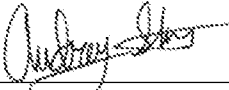
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

WOWTOOLS, INC.

By:   
Name: Joe Puthur  
Title: President

Accepted and agreed to as of the date first above written.

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

By:   
Name: Audrey Stys  
Title: Authorized Signer

**SCHEDULE A**

**REGISTERED TRADEMARKS**

<b>Owner</b>	<b>Description</b>	<b>Registration No.</b>	<b>Country</b>
Wowtools, Inc.	My Nest	4707292 in Class 035	USA
Wowtools, Inc.	The Mortgage Coach	2306160 in Class 009	USA
Wowtools, Inc.	RateWatch	2671363 in Class 009 & 036	USA
Wowtools, Inc.	MortgageCoach	6163115 in Class 042	USA
Wowtools, Inc.	<i>Design Mark</i>	6163114 in Class 042	USA
Wowtools, Inc.	<i>Design Mark</i>	5476006 in Class 009	USA

**TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Description</b>	<b>Application No.</b>	<b>Country</b>
Wowtools, Inc.	Ratewatch	1127128 in Class 009, 036, 038	Canada
Wowtools, Inc.	The Mortgage Coach	1127129 in Class 009	Canada
Wowtools, Inc.	MortgageCoach	2017558 in Class 042	Canada
Wowtools, Inc.	<i>Design Mark</i>	2017559 in Class 042	Canada
Wowtools, Inc.	Total Cost Analysis	90632232 Class 009, 042	USA