

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sereno Group, Inc.		04/14/2022	Corporation: DELAWARE
Dwell Realtors, Inc.		04/14/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5173149	EXPERIENCE LIVES HERE	
Registration Number:	4881423	J. ROCKCLIFF	
Registration Number:	4881424	J. ROCKCLIFF	
Registration Number:	3503621	J. ROCKCLIFF REALTORS JR	
Registration Number:	5333884	1% FOR GOOD	
Registration Number:	3514285	SERENO	
Registration Number:	3514286	SERENO GROUP	
Registration Number:	3558334	SERENO GROUP	
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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$215.00 5173149

SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	04/15/2022
Total Attachments: 7 source=At World - Trademark Security Agreement (Sereno)#page1.tif source=At World - Trademark Security Agreement (Sereno)#page2.tif source=At World - Trademark Security Agreement (Sereno)#page3.tif source=At World - Trademark Security Agreement (Sereno)#page4.tif source=At World - Trademark Security Agreement (Sereno)#page5.tif source=At World - Trademark Security Agreement (Sereno)#page6.tif source=At World - Trademark Security Agreement (Sereno)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2022, is made by each of the entities listed on the signature pages hereof (the “Grantor”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of October 5, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among At World Properties, LLC, an Illinois limited liability company (“Borrower”), QCGW Midco, LLC (f/k/a At World Properties Midco, LLC), a Delaware limited liability company, the other Persons party thereto that are designated as a Credit Party, the Lenders and the L/C Issuer from time to time party thereto and BMO Harris Bank N.A., as Agent for the Lenders (including Swingline Lender) and L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 24, 2018 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

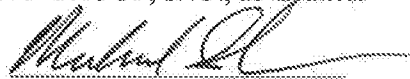
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

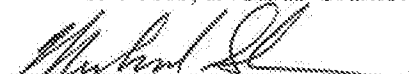
IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SERENO GROUP, INC., as Grantor

By: 
Name: Michael Sherman
Title: Chief Financial Officer and Secretary

DWELL REALTORS, INC., as Grantor

By: 
Name: Michael Sherman
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first written above:

BMO HARRIS BANK N.A.,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first written above:

BMO HARRIS BANK N.A.,
as Agent





By: _____
Name: John Buchta
Title: Director

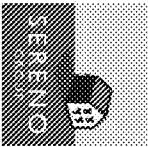
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations


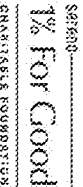
REGISTERED TRADEMARKS

Owner	Trademark	Registration Number / Registration Date
Dwell Realtors, Inc.	EXPERIENCE LIVES HERE	Registration No.: 5,173,149 Registration Date: 3/28/2017
Sereno Group, Inc.	J. ROCKCLIFF	Registration No.: 4,881,423 Registration Date: 1/5/2016
Sereno Group, Inc.	J. ROCKCLIFF	Registration No.: 4,881,424 Registration Date: 1/5/2016
Sereno Group, Inc.		Registration No.: 3,503,621 Registration Date: 9/23/2008
Sereno Group, Inc.		Registration No.: 5,333,884 Registration Date: 11/14/2017
Sereno Group, Inc.	SERENO	Registration No.: 3,514,285 Registration Date: 10/7/2008
Sereno Group, Inc.	SERENO GROUP	Registration No.: 3,514,286 Registration Date: 10/7/2008

Owner	Trademark	Registration Number / Registration Date
Sereno Group, Inc.		Registration No.: 3,558,334 Registration Date: 1/6/2009

TRADEMARK APPLICATIONS

Applicant	Trademark	Serial Number / Filing Date
Sereno Group, Inc.	BETTER COMPANIES MAKE BETTER COMMUNITIES	Serial No: 90/469,779 Filing Date: 1/15/2021
Sereno Group, Inc.		Serial No: 90/469,768 Filing Date: 1/15/2021
Sereno Group, Inc.		Serial No: 90/469,627 Filing Date: 1/15/2021

Applicant	Trademark	Serial Number / Filing Date
Sereno Group, Inc.		Serial No: 90/469,737 Filing Date: 1/15/2021
Sereno Group, Inc.		Serial No: 90/469,796 Filing Date: 1/15/2021

TRADEMARK

REEL: 007693 FRAME: 0936

RECORDED: 04/15/2022