

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761522

| | | | |
|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Trulla, LLC | | 10/13/2022 | Limited Liability Company: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Varagon Capital Partners Agent, LLC, as Administrative Agent | | |
| Street Address: | 299 Park Avenue | | |
| Internal Address: | 3rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10171 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6406274 | TRULLA | |
| Registration Number: | 6406275 | | |
| 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: | 212.940.6562 | | |
| Email: | joanne.arnold@katten.com | | |
| Correspondent Name: | Joanne BL Arnold | | |
| Address Line 1: | Katten | | |
| Address Line 2: | 50 Rockefeller Plaza | | |
| Address Line 4: | New York, NEW YORK 10020-1605 | | |
| NAME OF SUBMITTER: | Joanne BL Arnold | | |
| SIGNATURE: | /Joanne BL Arnold/ | | |
| DATE SIGNED: | 10/17/2022 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 13, 2022, (the "Trademark Security Agreement") by Trulla, LLC (a "Grantor"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), NORTH HAVEN SAINTS PARENT, LLC, a Delaware limited liability company, NORTH HAVEN SAINTS MERGER SUB, LLC a Delaware limited liability company, SPENDMEND HOLDINGS, LLC, a Delaware limited liability company ("Borrower"), the other Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the "Lenders") and the Administrative Agent; and

WHEREAS, the Grantor is a party to a Security Agreement dated as of March [1], 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor: Trademarks of Grantor listed on Schedule I attached hereto.

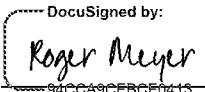
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the security interest granted under this Trademark Security Agreement shall automatically terminate, and the Administrative Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

TRULLA, LLC

By:  _____
Name: Roger Meyer
Title: Chief Financial Officer

VARAGON CAPITAL PARTNERS AGENT, LLC, as
Administrative Agent

By: VARAGON CAPITAL PARTNERS, L.P., its Sole Member

By:



Name: Alex Cereste


Title: Principal

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007853 FRAME: 0671

Schedule I
Trademark Registrations and Use Applications

Registrations:

| Mark | Jurisdiction | App. No. | App. Date | Reg. No. | Reg. Date | Owner |
|---|---------------------|-----------------|------------------|-----------------|------------------|--------------|
| TRULLA | U.S. | 88-679921 | Nov. 4, 2019 | 6406274 | Jul. 6, 2021 | Trulla, LLC |
|  | U.S. | 88-679922 | Nov. 4, 2019 | 6406275 | Jul. 6, 2021 | Trulla, LLC |

Applications:

None.