

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Real Estate Equity Exchange, Inc.		11/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	2647462 Ontario Inc.		
Street Address:	1 York Street		
Internal Address:	Suite 1900		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J0B6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4401066	FIRST REX	
Registration Number:	4218795	FIRSTREX	
Registration Number:	3544347	POSSIBILITIES, NOT PAYMENTS	
Registration Number:	4533046	REX	
Registration Number:	4559060	REX AGREEMENT	
Registration Number:	4469795	REX HOMEBUYER	
Registration Number:	4469796	REX HOMEBUYER	
Registration Number:	4469797	REX HOMEBUYER DOWN PAYMENT FUNDING - WIT	
Registration Number:	5210955	UNISON	
Registration Number:	5525548	UNISON	
Serial Number:	88253116	TOGETHER, YOU CAN	
Serial Number:	88253114	UNISON	
Serial Number:	88253115	UNISON	
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>			

OP \$340.00 4401066

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1149528 TM

NAME OF SUBMITTER: Kimberly Chi

SIGNATURE: /Kimberly Chi/

DATE SIGNED: 11/07/2019

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of November 4, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of 2647462 Ontario Inc., an Ontario corporation (together with its successors and permitted assigns, the “*Lender*”).

WHEREAS, pursuant to the Bridge Loan and Security Agreement, dated as of November 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), by and between Unison Agreement Corp. (the “*Borrower*”) and the Lender, the Lender has agreed to make Advances and financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Grantors have entered into that certain Security Agreement, dated as of November 4, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Lender;

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Lender a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Advances and other financial accommodations to the Borrower pursuant to the Loan Agreement, each Grantor agrees with the Lender as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Loan Agreement or the Security Agreement and used herein shall have the meanings given to them in the Loan Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to the Lender to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Lender shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REAL ESTATE EQUITY EXCHANGE, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: RYAN RAPAY
Title: VICE PRESIDENT

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006790 FRAME: 0977

ACCEPTED:

2647462 ONTARIO INC.,
as Lender

By: 

Name: SUREKANTH APTE

Title: PRESIDENT



[Signature Page to Grant of Security Interest in Trademark Rights]







TRADEMARK
REEL: 006790 FRAME: 0978

SCHEDULE A

U.S. Trademarks and Applications

Grantor: Real Estate Equity Exchange, Inc.

Mark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
FIRST REX & Design 	United States	85604444	4/20/2012	4401066	9/10/2013
FIRSTREX	United States	85305402	4/26/2011	4218795	10/2/2012
POSSIBILITIES, NOT PAYMENTS	United States	77180297	5/14/2007	3544347	12/9/2008
REX	United States	86068750	9/18/2013	4533046	5/20/2014
REX AGREEMENT	United States	86068744	9/18/2013	4559060	7/1/2014
REX HOMEBUYER	United States	85942684	5/25/2013	4469795	1/21/2014
REX HOMEBUYER & Design 	United States	85942687	5/25/2013	4469796	1/21/2014
REX HOMEBUYER DOWN PAYMENT FUNDING - WITHOUT DEBT.	United States	85942688	5/25/2013	4469797	1/21/2014
TOGETHER, YOU CAN	Canada	1961745	5/8/2019 (priority date 1/8/2019)	---	
TOGETHER, YOU CAN	United States	88253116	1/8/2019	---	
UNISON	Canada	1820259	1/27/2017 (priority date 7/28/2016)	TMA1,047, 015	8/6/2019
UNISON	EU (via Madrid)	1343198 (IR)	1/26/2017 (priority date 7/28/2016)	1343198 (IR)	1/26/2017 (issued 10/13/2017)

UNISON	Japan (via Madrid)	1343198 (IR)	1/26/2017 (priority date 7/28/2016)	---	
UNISON	Madrid Protocol (IR) Designation s: EU Japan Norway	1343198	1/26/2017 (priority date 7/28/2016)	1343198	1/26/2017 (issued 5/11/2017)
UNISON	Norway (via Madrid)	1343198 (IR)	1/26/2017 (priority date 7/28/2016)	---	
UNISON	United States	87120121	7/28/2016	5210955	5/23/2017
UNISON (Stylized – Version 1) 	Canada	1835245	5/1/2017 (priority date 11/16/2016)	TMA1,047, 018	8/6/2019
UNISON (Stylized – Version 1) 	EU (via Madrid)	1352655	5/1/2017 (priority date 11/16/2016)	1352655	5/1/2017 (issued 12/1/2017)
UNISON (Stylized – Version 1) 	Japan (via Madrid)	1352655	5/1/2017 (priority date 11/16/2016)	---	
UNISON (Stylized – Version 1) 	Madrid Protocol (IR) Designation s: EU Japan Norway	1352655 (US Ref. No. A0066704)	5/1/2017 (priority date 11/16/2016)	1352655	5/1/2017
UNISON (Stylized – Version 1) 	Norway (via Madrid)	1352655	5/1/2017 (priority date 11/16/2016)	---	
UNISON (Stylized – Version 1) 	United States	87238510	11/16/2016	5525548	7/24/2018

UNISON (Stylized – Version 2 – Black & White) unison	Canada	1961746	5/8/2019 (priority date 1/8/2019)	---	
UNISON (Stylized – Version 2 – Black & White) unison	United States	88253114	1/8/2019	---	
UNISON (Stylized – Version 2 – Color) unison	Canada	1961747	5/8/2019 (priority date 1/8/2019)	---	
UNISON (Stylized – Version 2 – Color) unison	United States	88253115	1/8/2019	---	