

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOLDLEADS.COM, INC.		12/20/2021	Corporation: ARIZONA
CERT HOLDINGS, LLC		12/20/2021	Limited Liability Company: TEXAS
CROSS MEDIA, LLC		12/20/2021	Limited Liability Company: FLORIDA
HOMESPOTTER, LLC		12/20/2021	Limited Liability Company: MINNESOTA
LIONDESK, LLC		12/20/2021	Limited Liability Company: DELAWARE
ON HOLD USA LLC		12/20/2021	Limited Liability Company: INDIANA
VSCREEN LLC		12/20/2021	Limited Liability Company: INDIANA
WOOLLEY ROBERTSON GROUP, INC.		12/20/2021	Corporation: CALIFORNIA
TERRADATUM		12/20/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SENIOR CREDIT (UWF) LLC		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	5296034	BOLD LEADS	
Registration Number:	5295063	BOLDLEADS	
Registration Number:	5295067	BOLDLEADS	
Registration Number:	5295073	SELLER PRO	
Registration Number:	5295078	BUYER PRO	
Registration Number:	5295079	BROKER PRO	
Registration Number:	5487588	BOLD MORTGAGE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5710355	DONE FOR YOU LEAD GENERATION
Registration Number:	5591012	BOLDLEADS BLUEPRINT
Registration Number:	5057969	BOLD LEADS
Registration Number:	3705859	BACKAGENT
Registration Number:	4518352	UNIFY
Registration Number:	4929959	CROSS MEDIA, LLC
Registration Number:	4929961	CROSS MEDIA, LLC
Registration Number:	4745166	HOMESPOTTER
Registration Number:	5339433	LIONDESK
Registration Number:	5339436	
Registration Number:	5339434	LIONDESK
Registration Number:	4322848	ONHOLDUSA
Registration Number:	5190893	VIDBRANDER
Registration Number:	5190755	VSCREEN
Registration Number:	5190757	VSCREEN
Registration Number:	6002560	HOMEBEAT
Registration Number:	5941443	IBUYER CONNECT
Registration Number:	5396013	CLOUD ATTRACT
Registration Number:	5396032	CLOUD ATTRACT
Registration Number:	5129128	CLOUD AGENT SUITE
Registration Number:	5128507	CLOUD CMA
Registration Number:	5145407	CLOUD STREAMS
Registration Number:	5353066	CLOUD MLX
Registration Number:	4719136	CLOUD STREAMS
Registration Number:	6309437	IBUYER CONNECT
Registration Number:	5431790	CLOUD CMA
Registration Number:	5163269	CLOUD MLX
Registration Number:	4838624	CLOUD CMA
Registration Number:	4833884	CLOUD STREAMS
Registration Number:	5104626	TERRADATUM
Registration Number:	4946738	AERGO
Registration Number:	3471413	AGENTMETRICS
Registration Number:	3183169	BROKERMETRICS

CORRESPONDENCE DATA

Fax Number: 3105572193

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.

Phone: 310-557-2900

Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 32868.115

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 12/20/2021

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 20, 2021, is made by BOLDLEADS.COM, INC., an Arizona corporation, CERT HOLDINGS, LLC, a Texas limited liability company, CROSS MEDIA, LLC, a Florida limited liability company, HOMESPOTTER, LLC, a Minnesota limited liability company, LIONDESK, LLC, a Delaware limited liability company, ON HOLD USA LLC, an Indiana limited liability company, VSCREEN LLC, an Indiana limited liability company, WOOLLEY ROBERTSON GROUP, INC., a California corporation, and TERRADATUM, a California corporation (each, a “Grantor”, and collectively, the “Grantors”), in favor of Senior Credit (UWF) LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HOWLCO MIDCO LP (“Holdings”), HOWLCO BORROWER LP (the “Parent Borrower”), HOWLCO LLC (the “U.S. Borrower”) and the Borrower Agent thereunder, LONE WOLF REAL ESTATE TECHNOLOGIES INC. (f/k/a HowlCo CA Real Estate Technologies Corporation) (the “Canadian Borrower”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Senior Credit (UWF) LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any U.S. Subsidiaries that become a party thereto, have executed and delivered the U.S. Security Agreement, dated as of October 23, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Parent Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded

Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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 Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

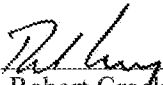
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. 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.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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.


BOLDLEADS.COM, INC.
CERT HOLDINGS, LLC
CROSS MEDIA, LLC
HOMESPOTTER, LLC
LIONDESK, LLC
ON HOLD USA LLC
VSCREEN LLC
WOOLLEY ROBERTSON GROUP, INC.
TERRADATUM,
each, as a Grantor

By: 
Name: Robert Crocker
Title: Chief Financial Officer

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

TRADEMARK
REEL: 007536 FRAME: 0652

SENIOR CREDIT (UWF) LLC,
as the Collateral Agent

By:  _____
Name: David Yu
Title: Authorized Signatory

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

TRADEMARK
REEL: 007536 FRAME: 0653

SCHEDULE A

U.S. Trademark Registrations and Applications

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
1.	BOLD LEADS	USA	87351087 27-FEB-2017	5296034 26-SEP-2017	Registered	Boldleads.com, Inc.
2.	BOLDLEADS	USA	87323811 03-FEB-2017	5295063 26-SEP-2017	Registered	Boldleads.com, Inc.
3.	BOLDLEADS	USA	87323888 03-FEB-2017	5295067 26-SEP-2017	Registered	Boldleads.com, Inc.
4.	SELLER PRO	USA	87323968 03-FEB-2017	5295073 26-SEP-2017	Registered	Boldleads.com, Inc.
5.	BUYER PRO	USA	87324021 03-FEB-2017	5295078 26-SEP-2017	Registered	Boldleads.com, Inc.
6.	BROKER PRO	USA	87324041 03-FEB-2017	5295079 26-SEP-2017	Registered	Boldleads.com, Inc.
7.	BOLD MORTGAGE	USA	87353863 01-MAR-2017	5487588 05-JUN-2018	Registered	Boldleads.com, Inc.
8.	DONE FOR YOU LEAD GENERATION	USA	87353021 28-FEB-2017	5710355 26-MAR-2019	Registered	Boldleads.com, Inc.
9.	BOLDLEADS BLUEPRINT	USA	87334005 13-FEB-2017	5591012 23-OCT-2018	Registered	Boldleads.com, Inc.
10.	BOLD LEADS	USA	86873507 12-JAN-2016	5057969 11-OCT-2016	Registered	Boldleads.com, Inc.
11.	BACKAGENT	USA	77239787 26-JUL-2007	3705859 03-NOV-2009	Registered	Cert Holdings, LLC
12.	UNIFY Design 	USA	85632656 23-MAY-2012	4518352 22-APR-2014	Registered	Cross Media, LLC
13.	CROSS MEDIA, LLC Design 	USA	85928817 10-MAY-2013	4929959 05-APR-2016	Registered	Cross Media, LLC
14.	CROSS MEDIA, LLC Design 	USA	85928925 10-MAY-2013	4929961 05-APR-2016	Registered	Cross Media, LLC

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
15.	HOMESPOTTER Design 	USA	86343722 21-JUL-2014	4745166 26-MAY-2015	Registered	Homespotter, LLC
16.	LIONDESK	USA	87422370 24-APR-2017	5339433 21-NOV-2017	Registered	Liondesk, LLC
17.	LIONDESK Design 	USA	87422381 24-APR-2017	5339436 21-NOV-2017	Registered	Liondesk, LLC
18.	LIONDESK Design LionDesk	USA	87422377 24-APR-2017	5339434 21-NOV-2017	Registered	Liondesk, LLC
19.	ONHOLDUSA Design 	USA	85410791 30-AUG-2011	4322848 23-APR-2013	Registered	On Hold USA LLC
20.	VIDBRANDER	USA	87179476 22-SEP-2016	5190893 25-APR-2017	Registered	Vscreen LLC
21.	VSCREEN Design 	USA	87177949 21-SEP-2016	5190755 25-APR-2017	Registered	Vscreen LLC
22.	VSCREEN	USA	87177952 21-SEP-2016	5190757 25-APR-2017	Registered	Vscreen LLC
23.	HOMEBEAT	USA	88579270 14-AUG-2019	6002560 03-MAR-2020	Registered	Woolley Robertson Group, Inc.
24.	IBUYER CONNECT	USA	88167943 24-OCT-2018	5941443 24-DEC-2019	Registered	Woolley Robertson Group, Inc.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
25.	CLOUD ATTRACT	USA	87530926 17-JUL-2017	5396013 06-FEB-2018	Registered	Woolley Robertson Group, Inc.
26.	CLOUD ATTRACT Design 	USA	87531114 17-JUL-2017	5396032 06-FEB-2018	Registered	Woolley Robertson Group, Inc.
27.	CLOUD AGENT SUITE Design 	USA	87096040 07-JUL-2016	5129128 24-JAN-2017	Registered	Woolley Robertson Group, Inc.
28.	CLOUD CMA Design 	USA	87074122 16-JUN-2016	5128507 24-JAN-2017	Registered	Woolley Robertson Group, Inc.
29.	CLOUD STREAMS Design 	USA	87074322 16-JUN-2016	5145407 21-FEB-2017	Registered	Woolley Robertson Group, Inc.
30.	CLOUD MLX Design 	USA	87074478 16-JUN-2016	5353066 12-DEC-2017	Registered	Woolley Robertson Group, Inc.
31.	CLOUD STREAMS Design 	USA	86230314 24-MAR-2014	4719136 14-APR-2015	Registered	Woolley Robertson Group, Inc.
32.	IBUYER CONNECT	USA	88167971 24-OCT-2018	6309437 30-MAR-2021	Registered	Woolley Robertson Group, Inc.
33.	CLOUD CMA	USA	87545996 27-JUL-2017	5431790 27-MAR-2018	Registered	Woolley Robertson Group, Inc.
34.	CLOUD MLX	USA	87089566 30-JUN-2016	5163269 14-MAR-2017	Registered	Woolley Robertson Group, Inc.

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
35.	CLOUD CMA	USA	86443930 04-NOV-2014	4838624 20-OCT-2015	Registered	Woolley Robertson Group, Inc.
36.	CLOUD STREAMS	USA	86444763 04-NOV-2014	4833884 13-OCT-2015	Registered	Woolley Robertson Group, Inc.
37.	TERRADATUM	USA	87027531 06-MAY-2016	5104626 20-DEC-2016	Registered	Terradatum
38.	AERGO	USA	86193458 13-FEB-2014	4946738 26-APR-2016	Registered	Terradatum
39.	AGENTMETRICS	USA	77343425 04-DEC-2007	3471413 22-JUL-2008	Registered	Terradatum
40.	BROKERMETRI CS	USA	78711894 13-SEP-2005	3183169 12-DEC-2006	Registered	Terradatum