## 503105169 12/17/2014 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3151776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA	Name Execution D		
CONVEYING PARTY DATA DISCOVER HOME NETWORK, II			

## RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT	
Street Address:	20 KING STREET WEST, 4TH FLOOR	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5H 1C4	

## **PROPERTY NUMBERS Total: 8**

Property Type	Number		
Application Number:	14179465		
Application Number:	12762504		
Application Number:	11158916		
Application Number:	12346751		
Application Number:	13354124		
Application Number:	14148496		
Application Number:	12346754		
Application Number:	13025613		

## **CORRESPONDENCE DATA**

Fax Number:	(212)	303-7064
•		e-mail address first; if that is unsuccessful, it will be sent hat is unsuccessful, it will be sent via US Mail.
Phone:	212.3	318.6824
Email:	christ	inedionne@paulhastings.com
Correspondent Name:	CHR	ISTINE DIONNE C/O PAUL HASTINGS LLP
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ATTORNEY DOCKET NUMBER	:	78436.00159 (FIRST LIEN)
NAME OF SUBMITTER:		CHRISTINE DIONNE

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SIGNATURE:	/CHRISTINE DIONNE/		
DATE SIGNED:	12/17/2014		
Total Attachments: 5			
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## FIRST LIEN PATENT SECURITY AGREEMENT (SHORT-FORM)

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of December 17, 2014 (this "**Patent Security Agreement**") among certain Subsidiaries of the Borrower (defined below) from time to time party hereto and ROYAL BANK OF CANADA., as Administrative Agent for the Secured Parties.

Reference is made to the First Lien Pledge and Security Agreement dated as of December 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among RENTPATH, LLC, a Delaware limited liability company and successor by merger to Regal Finance Sub, LLC (the "Borrower"), PITTSBURGH HOLDINGS, INC., a Delaware corporation and successor by merger to Regal Merger Sub, Inc. ("Holdings"), the Subsidiaries of the Borrower party thereto from time to time, as additional Grantors thereunder and the Administrative Agent.

The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the First Lien Credit Agreement dated as of December 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the Administrative Agent, the Swing Line Lender and each L/C Issuer, and each other lender from time to time party thereto.

Each of the Subsidiaries of the Borrower party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, and all reissues, re-examinations, continuations, divisions, continuations-in-part, renewals or extensions thereof, including, without limitation, those listed on Schedule I hereto, and the inventions or improvements disclosed or claimed therein.

Section 3. <u>Termination</u>. This Patent Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors instruments, in writing and in

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recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Patent Security Agreement and any security interest in, to or under the Patent Collateral.

Section 4. <u>Supplement to the Security Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. <u>Governing Law</u>. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

#### DISCOVER HOME NETWORK, INC.

By:

Name! Kim R. Payne Title: Senior Vice President and Chief Financial Officer

#### VIVA GROUP, LLC

By:

Name: Kim R. Payne U Title: Senior Vice President and Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

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# ROYAL BANK OF CANADA, as Administrative Agent

By:

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Xame: Title: Ann Hurløy Manøgør, Agency

### Schedule I

### U.S. PATENTS AND PATENT APPLICATIONS

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Discover Home Network, Inc.	Method and apparatus for apartment listings	14179465	2-12-2014		
Viva Group, LLC	System and method for facilitating renting and purchasing relationships	12762504	4-19-2010		
Viva Group, LLC	System to capture communication information	11158916	6-22-2005		
Viva Group, LLC	Consolidating leads received from potential renters for billing a lister	12346751	12-30-2008	8112329	2-7-2012
Viva Group, LLC	Consolidating leads into a lead group	13354124	1-19-2012	8626612	1-7-2014
Viva Group, LLC	Consolidating leads into a lead group	14148496	1-6-2014		
Viva Group, LLC	Billing a lister for leads received from potential renters within a lead threshold	12346754	12-30-2008		
Viva Group, LLC	Methods and systems for facilitating a subscription- based on-line property listing	13025613	2-11-2011		

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**RECORDED: 12/17/2014**