

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6836175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE GADBERRY GROUP, LLC	07/21/2021
WEMLO, LLC	07/21/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	10 S. DEARBORN STREET
<b>Internal Address:</b>	7TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8428999
Patent Number:	8341010
Application Number:	17377209
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)455-2502
<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>	
<b>Phone:</b>	(212)455-3605
<b>Email:</b>	ksolomon@stblaw.com
<b>Correspondent Name:</b>	GENEVIEVE DORMENT, ESQ.
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP
<b>Address Line 2:</b>	425 LEXINGTON AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1492
<b>NAME OF SUBMITTER:</b>	GENEVIEVE DORMENT
<b>SIGNATURE:</b>	/GD/
<b>DATE SIGNED:</b>	07/28/2021
<b>Total Attachments: 6</b>	

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GRANT OF  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (“Agreement”), effective as of July 21, 2021 is made by The Gadberry Group, LLC, a Delaware limited liability company, and Wemlo, LLC, a Delaware limited liability company (each a “Grantor”, collectively the “Grantors”), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Second Amended and Restated Credit Agreement, dated as of July 21, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RMCO, LLC, RE/MAX, LLC (the “Borrower”), the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain affiliates of the Borrower have executed and delivered a Second Amended and Restated Guarantee and Collateral Agreement, dated as of July 21, 2021 in favor of the Agent (which amended and restated the Guarantee and Collateral Agreement, dated as of July 31, 2013, together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, 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, each Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 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 Guarantee and Collateral Agreement.

SECTION 2 Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor’s right, title and interest in, to and under: the Patents included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Patent

Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders 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 Lenders with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 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.


[Remainder of page intentionally left blank. 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.

THE GRANTOR  
THE GADBERRY GROUP, LLC

By:   
Name: Karri Callahan  
Title: Chief Financial Officer

THE GRANTOR  
WEMLO, LLC

By: \_\_\_\_\_

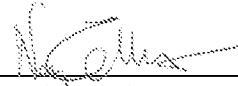
Name: Karri Callahan

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 057013 FRAME: 0190**

THE AGENT  
JPMORGAN CHASE BANK, N.A.

By:   
Name: Nancy E. Moles  
Title: Assistant Secretary

## Schedule A

**U.S. PATENT APPLICATIONS & REGISTRATIONS**

<b>OWNER</b>	<b>COUNTRY</b>	<b>PATENT/ APP. NO.</b>	<b>INVENTORS</b>	<b>ISSUE OR FILE DATE</b>	<b>TITLE</b>
The Gadberry Group, LLC	United States	8,428,999	Adam A. Gadberry; Christopher L. Tackett; Brandon W. Gabel; Larry F. Martin	04/23/2013	Method and system for counting households within a geographic area
The Gadberry Group, LLC	United States	8,341,010	Adam A. Gadberry; Christopher L. Tackett; Brandon W. Gabel; Larry F. Martin	12/25/2012	Method and system for counting households within a geographic area
Wemlo, LLC	United States	17/377,209	Dustin L. Morton; Steven Gelley; David Rogove	7/15/2021	Systems and methods for processing documents and information