TRADEMARK ASSIGNMENT COVER SHEET

## 900363501

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM383310

#### **SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST**

#### **CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type                          |
|-----------------|----------|----------------|--------------------------------------|
| HOME BUDDY, LLC |          | 05/05/2016     | Limited Liability Company:<br>KANSAS |

### **RECEIVING PARTY DATA**

| Name:           | GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent |
|-----------------|--|
| Street Address: | 6011 Connection Drive  |
| City:           | Irving   |
| State/Country:  | TEXAS  |
| Postal Code:    | 75039  |
| Entity Type:    | Limited Partnership: DELAWARE                                    |

# **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 4877074 | ANYWHERE HELP |
| Registration Number: | 4018573 | HOME BUDDY    |

#### CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Nancy Brougher, Paralegal **Correspondent Name:** 

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

| ATTORNEY DOCKET NUMBER: | 6262.017       |
|-------------------------|----------------|
| NAME OF SUBMITTER:      | Nancy Brougher |
| SIGNATURE:              | /njb/          |
| DATE SIGNED:            | 05/05/2016     |

**Total Attachments: 5** 

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**TRADEMARK** REEL: 005787 FRAME: 0192

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TRADEMARK REEL: 005787 FRAME: 0193

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 5, 2016, by and between HOME BUDDY, LLC, a Kansas limited liability company ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as October 20, 2014 by and among CONNECT AMERICA.COM, LLC, a Delaware limited liability company (the "Company"), the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of October 20, 2014 by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof; provided, however, that the foregoing grant of security interest will not cover any pending United States "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has not yet been filed with and accepted by the United States Patent and Trademark Office.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests

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TRADEMARK REEL: 005787 FRAME: 0194 granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOME BUDDY, LLC, as Grantor

By:

Name: David Cautin

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent

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

Name: Greg Watts

Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

# HOME BUDDY, LLC, as Grantor

| Ву:  |  |  |  |
|--|--|--|--|
| Name:  |  |  |  |
| Title:   |  |  |  |
| NAME OF THE PERSON OF THE PERS |  |  |  |

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., As Conference Agent

By:\_ Name: Greg Watts

Title: Senior Vice President

# Schedule A to Trademark Security Agreement

# Registered Trademarks

| TRADEMARK     | FEDERAL REGISTRATION NUMBER | REGISTRATION DATE |
|---------------|-----------------------------|-------------------|
| ANYWHERE HELP | 4877074                     | 12/29/15          |
| HOME BUDDY    | 4018573                     | 08/30/11          |

**RECORDED: 05/05/2016** 

TRADEMARK REEL: 005787 FRAME: 0198