

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ten-X, LLC		09/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4015181	AUCTION.COM	
Registration Number:	4109794	AUCTION.COM	
Registration Number:	4719611	AUCTIONSUNC	
Registration Number:	3882160	REDC	
Registration Number:	3882161	REDC	
Registration Number:	2704370	SOLD.COM	
Serial Number:	86469956	WHERE REAL ESTATE IS MOVING	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	841739		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$190.00 4015181

DATE SIGNED:	09/29/2017
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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of September 29, 2017 (this “**Agreement**”), among TEN-X, LLC, a Delaware limited liability company (the “**Grantor**”) and ANTARES CAPITAL LP, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Pledge and Security Agreement dated as of September 29, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, TRIDENT REDC HOLDINGS, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the First Lien Credit Agreement dated as of September 29, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantor, Holdings, the Subsidiaries of the Grantor from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. 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 Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or the Director General of the Trademarks Branch, as applicable, record this First Lien Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 4. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally blank]

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

TEN-X, LLC

By: 

Name: Aman Kothari

Title: Chief Financial Officer

[Signature Page -- First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006165 FRAME: 0548

ANTARES CAPITAL LP,
as Collateral Agent

By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

[Signature Page – First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006165 FRAME: 0549

Schedule I

United States Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
AUCTION.COM and Design 	U.S.	85/172010 08-Nov-2010	4015181 23-Aug-2011	Ten-X, LLC
AUCTION.COM and Design 	U.S.	85/172009 08-Nov-2010	4109794 06-Mar-2012	Ten-X, LLC
AUCTIONSUNC	U.S.	86/365898 13-Aug-2014	4719611 14-Apr-2015	Ten-X LLC
REDC	U.S.	77/766443 23-Jun-2009	3882160 30-Nov-2010	Ten-X, LLC
REDC and Design 	U.S.	77/766522 23-Jun-2009	3882161 30-Nov-2010	Ten-X, LLC
SOLD.COM	U.S.	76/413525 28-May-2002	2704370 08-Apr-2003	Ten-X, LLC
WHERE REAL ESTATE IS MOVING	U.S.	86/469956 03-Dec-2014	—	Ten-X, LLC