

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pacific Western Bank, as Resigning Agent		05/18/2018	Chartered Bank: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3757472	WHERE TOLIVE.COM	
<b>Registration Number:</b>	2709614	WHERE TO LIVE	
<b>Registration Number:</b>	4936291	WIGO	
<b>Registration Number:</b>	4962204	MONEYMAKER	
<b>Registration Number:</b>	3813128	LUCERO	
<b>Registration Number:</b>	3544342	REAL ESTATE PROFIT NAVIGATOR	
<b>Registration Number:</b>	3257551	POCKET REAL ESTATE	
<b>Registration Number:</b>	3550515	MONEY MAKER	
<b>Registration Number:</b>	2615026	REALBROKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson C/O Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		

CH \$240.00 3757472

<b>SIGNATURE:</b>	/rebecca dyson/
<b>DATE SIGNED:</b>	05/18/2018
<b>Total Attachments: 5</b> source=ares project lex assignment of intellectual property security agreement 2#page1.tif source=ares project lex assignment of intellectual property security agreement 2#page2.tif source=ares project lex assignment of intellectual property security agreement 2#page3.tif source=ares project lex assignment of intellectual property security agreement 2#page4.tif source=ares project lex assignment of intellectual property security agreement 2#page5.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of May 18, 2018, is by **PACIFIC WESTERN BANK**, a California state-chartered bank (individually, “**PacWest**”), acting in its capacity as the current and resigning administrative agent and/or collateral agent (in such capacities, the “**Resigning Agent**”) and **ARES CAPITAL CORPORATION** (individually, “**Ares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Wheretolive.com and Lone Wolf Real Estate Technologies, Inc., each as “Grantor”, and Resigning Agent are parties to that certain intellectual property security agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) conveying certain intellectual property set forth on Exhibit B hereto; and

**WHEREAS**, pursuant to that certain Resignation of Agent and Appointment of Successor Agent, dated as of May 18, 2018 (the “**Resignation Agreement**”) by and among Lone Wolf Real Estate Technologies Inc., a British Columbia, Canada corporation, formed as a result of the amalgamation of Wolfpack Holdings Corporation, a British Columbia, Canada corporation and Lone Wolf Real Estate Technologies Inc., an Ontario, Canada corporation, PacWest, as the Resigning Agent, and Ares, as Successor Agent, Resigning Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resigning Agent, without recourse, representation or warranty (except for the representations made in Section 4(b) of the Resignation Agreement), hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

**PACIFIC WESTERN BANK**

By:   
Name: Robert Dalley  
Title: Senior Vice President

**SUCCESSOR AGENT:**

**ARES CAPITAL CORPORATION**

By: 

Name: Ian Fitzgerald

Title: Authorized Signatory

**TRADEMARK**

**REEL: 006362 FRAME: 0311**

EXHIBIT A

Trademark Security Agreement dated as of July 5, 2016 and filed with the United States Patent and Trademark Office on July 5, 2016 at Reel 5827 Frame 0843.

EXHIBIT B

United States Trademarks:

<b>OWNER REGISTRATION</b>	<b>NUMBER</b>	<b>TITLE</b>
Wheretolive.com, Inc.	3757472	WHERETOLIVE.COM
Wheretolive.com, Inc.	2709614	WHERE TO LIVE
Lone Wolf Real Estate Technologies, Inc.	4936291	WIGO
Lone Wolf Real Estate Technologies, Inc.	4962204	MONEYMAKER
Lone Wolf Real Estate Technologies, Inc.	3813128	LUCERO
Lone Wolf Real Estate Technologies, Inc.	3544342	REAL ESTATE PROFIT NAVIGATOR
Lone Wolf Real Estate Technologies, Inc.	3257551	POCKET REAL ESTATE
Lone Wolf Real Estate Technologies, Inc.	3550515	MONEY MAKER
Lone Wolf Real Estate Technologies, Inc.	2615026	REALBROKER
Wheretolive.com, Inc.	3757472	WHERETOLIVE.COM

United States Trademark Applications: None.

United States Patents: None.

United States Patent Applications: None.