

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mortgage Connect LP		04/29/2022	Limited Partnership: PENNSYLVANIA
Mortgage Connect Document Solutions, LLC		04/29/2022	Limited Liability Company: DELAWARE
Adfitech, Inc.		04/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
Internal Address:	Attn: Legal Dept.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5115482	MORTGAGE CONNECT	
Registration Number:	6127753	SIMPLY SECURE SIGN	
Registration Number:	5967814	VALUATION CONNECT	
Registration Number:	5520384	MYMAILHOUSE	
Registration Number:	6637459		
Registration Number:	4195019	ADFINET	
Registration Number:	4195018	ADFITECH	
Registration Number:	3550797	LOANVAULT	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		

CH \$215.00 5115482

Address Line 1: 333 S. HOPE ST., 43RD FLOOR
Address Line 2: ATTN: J. CRAVITZ
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 76KM-345098

NAME OF SUBMITTER: Julie Cravitz

SIGNATURE: /julie cravitz/

DATE SIGNED: 04/29/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2022 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of ALTER DOMUS (US) LLC, a Delaware limited liability company, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of April 29, 2022 by and among Mortgage Connect LP, a Pennsylvania limited partnership (the “Borrower”), the several financial institutions or other entities from time to time parties thereto (the “Lenders”) and ALTER DOMUS (US) LLC, a Delaware limited liability company, as disbursing agent for the Lenders and as collateral agent for the Secured Parties (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of April 29, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest in the Trademark Collateral granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property (except to the extent constituting Excluded Assets), in each case, wherever located and 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 “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively “Trademarks”); and

(b) all agreements, licenses and covenants providing for the grant to or from such Grantor of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution, or other violation of any Trademark or permitting co-existence with respect to a Trademark, including, without limitation, those listed in Schedule A attached hereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Collateral Agent

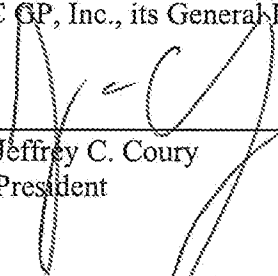
The Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Credit Agreement, as if the provisions setting forth those rights, protections, immunities and indemnities are fully set forth herein.

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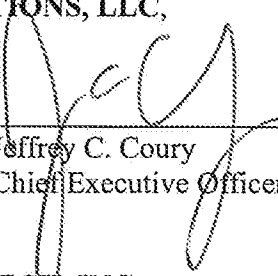
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MORTGAGE CONNECT LP,
By: MC GP, Inc., its General Partner

By: 
Name: Jeffrey C. Coury
Title: President

MORTGAGE CONNECT DOCUMENT SOLUTIONS, LLC,

By: 
Name: Jeffrey C. Coury
Title: Chief Executive Officer

ADFITECH, INC.,

By: _____
Name: Dru W. Jacobs
Title: President

Accepted and Agreed:

ALTER DOMUS (US) LLC,
solely in its capacity as Collateral Agent
and not in its individual capacity

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007707 FRAME: 0850

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

GRANTORS:

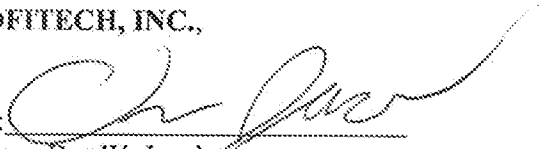
MORTGAGE CONNECT LP,
By: MC GP, Inc., its General Partner

By: _____
Name: Jeffrey C. Coury
Title: President

**MORTGAGE CONNECT DOCUMENT
SOLUTIONS, LLC,**

By: _____
Name: Jeffrey C. Coury
Title: Chief Executive Officer

ADFITECH, INC.,

By:  _____
Name: Dru W. Jacobs
Title: President

Accepted and Agreed:

ALTER DOMUS (US) LLC,
solely in its capacity as Collateral Agent
and not in its individual capacity

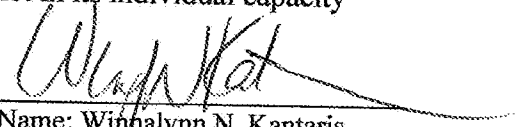
By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007707 FRAME: 0851

Accepted and Agreed:


ALTER DOMUS (US) LLC,
solely in its capacity as Collateral Agent
and not in its individual capacity

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Registration Number	Serial Number	Mark	Jurisdiction	Registration Date / Application Date
Mortgage Connect LP	5,115,482	86/740,758	MORTGAGE CONNECT	United States	1/3/2017 / 8/28/2015
Mortgage Connect LP	6,127,753	88/524,265	SIMPLY SECURE SIGN	United States	8/8/2020 / 7/19/2019
Mortgage Connect LP	5,967,814	87/364,717	VALUATION CONNECT	United States	1/21/2020 / 3/9/2017
Mortgage Connect Document Solutions, LLC	5,520,384	87/287,876	MYMAILHOUSE	United States	7/17/2018 / 1/3/2017
Adfitech, Inc.	6,637,459	90/578,939	 (Design Only)	United States	2/8/2022 / 3/15/2021
Adfitech, Inc.	4,195,019	77/953,510	ADFINET	United States	8/21/2012 / 3/8/2010
Adfitech, Inc.	4,195,018	77/953,418	ADFITECH	United States	8/21/2012 / 3/8/2010
Adfitech, Inc.	3,550,797	77/111,639	LOANVAULT	United States	12/23/2008 / 2/20/2007

TRADEMARK LICENSES

None.