

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM154722

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900830178		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIGGERPOCKETS, LLC		01/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	1691 MICHIGAN AVENUE, SUITE 500		
City:	MIAMI BEACH		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3224955	BIGGERPOCKETS	
Serial Number:	97615138	SMARTER BY BIGGERPOCKETS	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8200		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	BROWN RUDNICK LLP		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Michelle Aiello		
SIGNATURE:	Michelle Aiello		
DATE SIGNED:	02/29/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2024, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of PENNANTPARK LOAN AGENCY SERVICING, LLC (“PennantPark”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 23, 2024 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among TCG 3.0 JOGGER ACQUISITIONCO, INC., a Delaware corporation (the “Borrower”), TCG 3.0 JOGGER MIDCO, INC., a Delaware corporation (“Holdings”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as the same may be amended, restated, supplemented and/or modified from time to time, the “Guaranty and Security Agreement”), has agreed to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

The Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

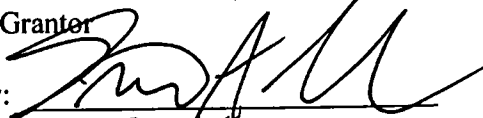
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

BIGGERPOCKETS, LLC,

as Grantor

By: 

Name: Stew Campbell

Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

PENNANTPARK LOAN AGENCY SERVICING, LLC,
as Administrative Agent



By: _____
Name: Jeffrey S. Sion
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registered Trademarks:

Owner	Mark	Reg. No.	Status
BiggerPockets, LLC	BIGGERPOCKETS	US Registration No. 3,224,955	Active
BiggerPockets, LLC	SMARTER BY BIGGERPOCKETS	US Pending Application No. 97/615,138	US Pending Application
BiggerPockets, LLC	SMARTER BY BIGGERPOCKETS	Canada Pending Application No. 2254574	Canada Pending Application
BiggerPockets, LLC	SMARTER BY BIGGERPOCKETS	WIPO Registration No. 1726087	Active

Domian Names:

1. Biggerpockets.biz
2. Biggerpockets.com
3. Biggerpockets.info
4. Biggerpockets.net
5. Biggerpockets.org
6. Biggeragents.com
7. Beforeyouinvest.com
8. Beggarpockets.com
9. Bgrpkts.me
10. Biggerpockets.cc
11. Biggerpockets.club
12. Biggerpockets.co
13. Biggerpockets.in
14. Biggerpockets.life
15. Biggerpockets.me
16. Biggerpockets.money
17. Biggerpockets.net.cn
18. Biggerpockets.org.cn
19. Biggerpockets.realestate
20. Biggerpockets.tw
21. Biggerpockets.us
22. Biggerpocketsforum.com
23. Biggerpocketsforums.com

24. Biggerpocketsfoundation.com
25. Biggerpocketsfoundation.org
26. Biggerpocketsmoney.com
27. Biggerpocketsmoneyshow.com
28. Biggerpocketspro.com
29. Biggerpocketsrealestate.com
30. Biggerpocketsrealty.com
31. Bpmoneyshow.com
32. Deeperpockets.com
33. Setforlifebook.com
34. Smallerpockets.com
35. Bigger-agents.com
36. Bigger-lenders.com
37. Biggeragents.co
38. Biggercontractors.com
39. Biggercontractors.info
40. Biggercontractors.net
41. Biggercontractors.org
42. Biggerlender.com
43. Biggerlenders.co
44. Biggerlenders.com
45. Biggerlenders.net
46. Biggerlenders.org
47. Biggerlending.com
48. Biggerpropertymanager.com
49. Biggerpropertymanagers.com
50. Biggerpropertymanagers.info
51. Biggerpropertymanagers.net
52. Biggerpropertymanagers.org
53. Biggerrealtor.com
54. Biggerrealty.com
55. Mybiggeragents.com
56. Thebiggeragent.com
57. Thebiggeragents.com
58. Thebiggerlenders.com

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