FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECO 08-27-1998 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒

To the Honorable Commissioner of Pate 100809248 ...ched original documents or copy thereof.

MRD 8-24-98

1. Name of conveying party(ies):

SEE ATTACHED LIST

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as agent

Internal Address:

Street Address: One Federal Street

City: Boston State: MA ZIP: 02110

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

AUG 24

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: July 10, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,028,028
1,949,984

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) $ 65.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

08/26/1998 TWATKINS 00000078 2028028
01 FC:581 40.00 OP
02 FC:582 25.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath — Name of Person Signing

Signature

8/11/98

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

Continuation Item #1

1. Lender's Service, Inc.
   700 Cherrington Parkway
   Coraopolis, PA 15108

2. Lender's Service Title Agency, Inc.
   700 Cherrington Parkway
   Coraopolis, PA 15108

3. LSI Maryland, Inc.
   Delaney Center II
   901 Delaney Valley Road
   Towson, MD 21204

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

July 10, 1998

from

LENDER'S SERVICE, INC.

LENDER'S SERVICE TITLE AGENCY, INC.

and

LSI MARYLAND, INC.

as Grantor,

to

FLEET NATIONAL BANK,

as Administrative Agent

108382.3

TABLE OF CONTENTS

INTELLECTUAL PROPERTY SECURITY AGREEMENT 1

PRELIMINARY STATEMENTS 1
SECTION 1. Grant of Security 1
SECTION 2. Security for Obligations 3
SECTION 3. Grantors Remain Liable 3
SECTION 4. Representations and Warranties 3
SECTION 5. Further Assurances 5
SECTION 6. Transfers and Other Liens 7
SECTION 7. Administrative Agent Appointed Attorney-in-Fact 7
SECTION 8. Administrative Agent May Perform 8
SECTION 9. The Administrative Agent's Duties 8
SECTION 10. Remedies 8
SECTION 11. Indemnity and Expenses 10
SECTION 12. Security Interest Absolute 10
SECTION 13. Amendments; Waivers; Supplements; Etc 11
SECTION 14. Addresses for Notices 11
SECTION 15. Continuing Security Interest, Assignments 12
SECTION 16. Release and Termination 12
SECTION 17. Execution in Counterparts 12
SECTION 18. Governing Law; Terms 13

SCHEDULES

Schedule I	-	Patents and Patent Applications
Schedule II	-	Trademark Registrations and Applications
Schedule III	-	Copyright Registrations and Applications
Schedule IV	-	Licenses
Schedule 4(d)	-	Other Licenses
Schedule 4(g)	-	Consents and Authorizations
Schedule 4(i)	-	Claims

EXHIBITS

Exhibit A	-	Form of Intellectual Property Security Agreement Supplement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated July 10, 1998 made by LENDER'S SERVICE, INC., a Delaware corporation, with an office at the address set forth on the signature page hereto (the "Borrower"), LENDER'S SERVICE TITLE AGENCY, INC., an Ohio corporation, with an office at the address set forth on the signature page hereto ("LSTA"), LSI MARYLAND, INC., a Maryland corporation, with an office at the address set forth on the signature page hereto ("LSIM"), the Additional Grantors (as defined in Section 13(c)) (the Additional Grantors, together with the Borrower, LSTA and LSIM, the "Grantors") to FLEET NATIONAL BANK as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders") and Fleet National Bank, as the Swing Line Bank, as the Issuing Bank and as the Administrative Agent.

(2) It is a condition precedent to the making of Advances by the Lenders, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the Hedge Banks entering into the Bank Hedge Agreements with the Borrower from time to time that the Grantors shall have granted the security interest and made the pledge and grant of the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Advances under the Credit Agreement, the Issuing Bank to issue Letters of Credit under the Credit Agreement, and the Hedge Banks to enter into Bank Hedge Agreements with the Borrower from time to time, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby grants and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell

the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and any

TRADEMARK
REEL: 1774 FRAME: 0828

right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by such Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

SECTION 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantors jointly and severally represent and warrant as follows:

(a) Each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents (including, without limitation, any Liens disclosed on Schedule 5.02(a)(iii) to the Credit Agreement). No effective financing statement or other instrument similar in effect covering all of any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and

TRADEMARK
REEL: 1774 FRAME: 0829

accurate list of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregisterable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. Except as set forth on Schedule 4(d), no Grantor has granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Lender Parties, a valid and perfected first and only priority security interest in the Intellectual Property Collateral of each Grantor, securing the payment of the Secured Obligations.

(g) Except as set forth on Schedule 4(g), no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark

TRADEMARK
REEL: 1774 FRAME: 0830

application, and in the U.S. Copyright Office against each copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) Except as set forth on Schedule 4(i), no claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances. (a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of the Borrower, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be reasonably necessary or reasonably desirable, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

TRADEMARK
REEL: 1774 FRAME: 0831

(d) Each Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on a semi-annual basis (starting, for this year, on December 31, 1998, and thereafter on June 30 and December 31 of each succeeding year), setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or license that such Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, each Grantor agrees to take all necessary or desirable steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral, unless the relevant Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, in which case, such Grantor

TRADEMARK
REEL: 1774 FRAME: 0832

shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or the Administrative Agent deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) Each Grantor shall take all steps which it or the Administrative Agent deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement and Permitted Liens.

SECTION 7. Administrative Agent Appointed Attorney-in-Fact. Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

TRADEMARK
REEL: 1774 FRAME: 0833

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more

TRADEMARK
REEL: 1774 FRAME: 0834

parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as the Administrative Agent may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral.

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

TRADEMARK
REEL: 1774 FRAME: 0835

SECTION 11. Indemnity and Expenses. (a) Each of the Grantors hereby jointly or severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge and security interest created hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Guarantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Borrower, any Guarantor or any of their Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any Guarantor or any of their Subsidiaries; or

TRADEMARK
REEL: 1774 FRAME: 0836

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

SECTION 13. Amendments; Waivers; Supplements; Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Loan Document to a "Grantor" or a "Loan Party" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Administrative Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed, telegraphed, telecopied, telexed or delivered, if to any Grantor, addressed to it at the address set forth below its name on the signature pages hereof; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such Additional Grantor; if to the Administrative Agent, addressed to it at its address set forth in Section 8.02 of the Credit Agreement; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantors and the Administrative Agent. All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain

TRADEMARK
REEL: 1774 FRAME: 0837

in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 8.07 of the Credit Agreement.

SECTION 16. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents, the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.06 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing and (v) the Administrative Agent shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the appropriate Grantor. Upon any such termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto 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. Delivery of an executed counterpart of a signature

TRADEMARK
REEL: 1774 FRAME: 0838

page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 1774 FRAME: 0839

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

LENDER'S SERVICE, INC.

By: Tom W. Perlmutter
Name: TOM W. PERLMUTTER
Title: VICE PRESIDENT

Address: 700 Cherrington Parkway
Coraopolis, PA 15108

LENDER'S SERVICE TITLE AGENCY, INC.

By: Tom W. Perlmutter
Name: TOM W. PERLMUTTER
Title: VICE PRESIDENT

Address: 700 Cherrington Parkway
Coraopolis, PA 15108

LSI MARYLAND, INC.

By: Tom W. Perlmutter
Name: TOM W. PERLMUTTER
Title: VICE PRESIDENT

Address: Delaney Center II, Suite 303
901 Delaney Valley Road
Towson, MD 21204

ACCEPTED:

FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

By:
Name: ERIC C. VANDERMEL
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 10th day of July, 1998 before me personally came Tom Perlmutter to me known, who, before me duly sworn, did depose and say that he is Vice President of Lender's Service, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Ann M. Gorman
Notary Public

[Notarial Seal]

ANN M. GORMAN
Notary Public, State of New York
No. 01GO6602310
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 10th day of July 1998, before me personally came Tom Perlmutter to me known, who, before me duly sworn, did depose and say that he is Vice President of LSI Maryland, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Ann M Gorman
Notary Public

[Notarial Seal]

ANN M. GORMAN
Notary Public, State of New York
No. 01GO6002310
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 2000

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 10th day of July 1998, before me personally came Tom Perlmutter to me known, who, before me duly sworn, did depose and say that he is Vice President of Lender's Service Title Agency, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Ann M. Garman
Notary Public

[Notarial Seal]

ANN M. GORMAN
Notary Public, State of New York
No. 01GO6002310
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 2000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S DISCLOSURE SCHEDULE

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

NONE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S DISCLOSURE SCHEDULE

SCHEDULE II

TRADEMARK REGISTRATIONS AND APPLICATIONS

LSI claims right, title and interest in, and uses the following trademarks:

1. @PV
2. First, Fast & Best
3. It's all Right. Here.
4. Lender's Service, Inc. 2,028,028
5. LSI
6. LSI Autumn House (Miscellaneous Design)
7. LSI Circuitry House (LSI and Design)
8. LSI Conéx
9. Frame (Design)
10. LSI and Frame (LSI and Design)
11. LSI Keys (LSI and Design)
12. Deed and Title Design
13. The LSI Roof and Design (Design & name)
14. Roof & Door (Design)
15. LSI Spring House (Miscellaneous Design)
16. LSI Summer House (Miscellaneous Design)
17. LSI Tape Measurer (LSI and Design)
18. LSI Winter House (Miscellaneous Design)
19. Value-Based Appraisal Warranty
20. LSI Mortgage Filing Warranty
21. LSI Insight
22. LSI, Lenders Service Inc. and Design 1,949,984
23. LSI Christmas House (Miscellaneous Design)

Merrill Lynch is currently in the process of assigning to LSI, ownership rights in and to trademark applications with the Patent and Trademark Office for the above items.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S DISCLOSURE SCHEDULE

SCHEDULE III

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Pursuant to a Software Purchase Agreement dated September 30, 1997 by and among LSI, Evaluation Services, Inc., Stephen L. Willman, Kathleen F. Stockton and Mark L. Stockton and Willman & Associates, Inc., LSI acquired the rights to the following copyrights :

1. The Research Assistant
2. The Appraisal TX 1-262-860
3. The Appraiser TXu 89-595 & TX 944-201
4. Infinite Regression TX- 1-371-856
5. Micro Appraisal TX- 1-300-006

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S DISCLOSURE SCHEDULE

SCHEDULE IV

LICENSES

1. License Agreement dated January 8, 1998 between First American Real Estate Solutions, LLC. and LSI for the use of information in First American Real Estate Solutions Property Data On-line System.

2. Software License Agreement effective as of March 26, 1997 between Experian Information Solutions, Inc. and LSI for the ValuePoint Software.

3. Goldworks Member Subscription Agreement dated October 9, 1995 between Federal Home Loan Mortgage Corporation and LSI, for a grant to LSI of a temporary, revocable, non-exclusive, non-transferable license to use Goldworks, an electronic mortgage industry communications network.

4. Software License Agreement term commencing April 1, 1994 between PMI Mortgage Services Co. and LSI for a software program entitled "pmi TERRA^{SM}" and the supporting documentation.

5. Real Estate Services Version of the Combined License and Flood Zone Determination Services Agreement dated December 21, 1994 between Pinnacle Data Corporation and LSI, for a nontransferable, nonassignable and nonexclusive limited license to use the Pinnacle Flood System under certain conditions.

6. Agreement between Landata, Inc. and LSI for a nonexclusive license for Automated Information Management ("AIM") System.

7. Source Code Trust Agreement dated September 3, 1996 between Landata Systems, Inc., LSI and Mayer, Brown & Platt, (supplementary to the License Agreement for AIM).

8. LSI has purchased annual maintenance coverage beginning July 1, 1997, from Network General Corporation for the sniffer communications monitor, which includes the use of certain Network General software.

9. Standard Section Agreement dated April 25, 1996 between Mixstar Incorporated and LSI, pursuant to which the parties mutually grant the right to use their tradenames and trademarks to promote the Mixstar Service and Participant Section as defined in the agreement.

10. Ask the Experts Participation Agreement dated September 14, 1995 between Mixstar, Inc. and LSI, pursuant to which the parties mutually grant the right to use their tradenames and trademarks to promote the Mixstar Service and the Online Section as defined in the agreement.

11. Software Licensing Agreement dated January 15, 1998 between LSI and ACI Development Inc. for ACI's Lighthouse Software.

12. Software Licensing Agreement dated July 17, 1997 between LSI and ACI Development Inc. for ACI's Rapid Review Software.

13. Source Code Trust Agreement dated July 22, 1996 between ACI Development, LSI and Fort Knox Escrow Services, Inc. (supplementary to the License Agreement for Rapid Review).

14. Property Data License Agreement dated January 9, 1998 between Transamerica Intellitech, Inc. and LSI pursuant to which LSI is granted a limited, non-exclusive, non-transferable license to use MetroScan software and information as defined in the agreement.

15. Laser-Tech Turn-Key System Software License and Installation Agreement for Client's Equipment dated September 22, 1994 between Desert Document Services, Inc. and LSI, pursuant to which LSI licenses "Laser-Tech System" software.

16. Software License Agreement dated May 17, 1996 between Comshare, Incorporated and LSI, pursuant to which LSI licenses certain Comshare software products.

17. Software License and Services Agreement between Oracle Corporation and LSI, pursuant to which LSI maintains certain software licenses, including 130 Oracle 7 Server Licenses and 130 Parallel Server Licenses.

18. Software License Agreement between Diskeeper and LSI, pursuant to which LSI has a non-exclusive license to use Diskeeper v6.0 under certain circumstances.

19. Software Conversion Services Agreement dated September 23, 1997 between ConSyGen, Inc. and LSI.

20. Website Hosting Agreement dated April 29, 1998 between Internet Services Corporation and LSI.

21. Software Licensing Agreement dated September 12, 1996 between the County of Westmoreland, Pennsylvania and LSI for access to public records.

22. Software Licensing Agreement dated January 1992 between Appraisers Choice, Inc. and LSI for Appraisers Choice family of forms processing software.

23. Letter Agreement dated April 25, 1996 between Appraisers Choice, Inc. and LSI for PCNet.

24. Master Agreement and Initial Order dated September 16, 1997 between Dunn & Bradstreet, Inc. and LSI, pursuant to which LSI has a license to use Dunn & Bradstreet Access Systems software.

25. Software Licensing Agreement dated April 1998 between Merrill Lynch Credit Corporation and LSI for post-closing audit and file/loan management activities.

26. Software License Agreement dated October 3, 1997 between BankOne, Indiana, N.A. and LSI for use in issuing official checks for mortgage related services.

27. Subscriber Agreement for CPI InterChange Services, Agreement No. SB6-951N dated May 16, 1995 and Addendum thereto between Alltel Mortgage Information Services, Inc. and LSI, pursuant to which Alltel grants LSI a license for access to the CPI InterChange Services network through the use of certain proprietary technology.

28. Master License Agreement dated November 25, 1987 between Merrill Lynch, Pierce, Fenner & Smith Incorporated and Oracle Corporation, pursuant to which Merrill Lynch provides LSI the use of certain licensed software products, including 370 Oracle 7 Server Licenses, 370 Oracle Parallel Server Licenses, 15 Modules of Oracle Receivables\Server, 10 Modules of Oracle Payables\Server, 15 Oracle Receivables\SmartClient Licenses, 10 Oracle Payables\SmartClient Licenses, and 3 Oracle GL\SmartClient Licenses. (As of the data hereof, LSI believes that the Oracle Master License Agreement will remain in place, substantially in accordance with its original terms.)

29. Perpetual License Agreement for Computer Software Products dated May 31, 1995 between Group 1 software and LSI pursuant to which LSI licenses certain Group 1 software.

30. LSI has purchased Liebert Corp. Site Scan #2000W Graphic System Software from Donwil Company. The software enables LSI to monitor Sitscan Network Interface Modules.

31. Title Plant Limited Access Agreement dated March 1, 1995 between Landata, Inc. and LSI.

Please see Attachment A for additional software either licensed or owned by LSI.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S SCHEDULE

ATTACHMENT A

Computer Software owned by LSI

Program/Application	**Contact Person**
Accounts Payable System (MF)	B. Egan
Accounts Receivable System (MF)	B. Egan
Appraisals (MF)	B. Egan
Closing Management System (MF)	B. Egan
Customer Service Rep. System (MF)	B. Egan
Production Perf. Reporting System (MF)	B. Egan
Profile Systems/Navigator (MF)	B. Egan
Titles System (MF)	B. Egan
Financial Decision System (LAN)	B. Egan
Budget System (LAN)	B. Egan
Profitability System (LAN)	B. Egan
LSI Proprietary EDI System (MF)	B. Egan
LSI x12 EDit System	B. Egan
LSI PC Based System (LSI Conéx)	B. Egan
Automated Property Valuation	B. Egan
Closing Audit Tracking System	B. Egan
Flood Interface System	B. Egan

Third Party Software Licenses and Maintenance

Mainframe Software

MANUFACTURER	SOFTWARE	VERSION
Digital Equipment	DECnet/OIS for Alpha End-Node	V7.1
	OpenVMS AXP	V7.1
	RMS Journaling	X-16
	VAXcluster Software	X-3
	VMS License Management Facility	X-7
	Volume Shadowing (Host Based)	X-3
	DEC COBOL	V2.4
	DEC Forms Management System	V2.4
	DEC Network Integration Server Software	V3.1
	DEC Open3D (PCM and IDL)	V3.1
	DEC Open 3D (PEXlib)	V3.1
	DEC Open3D (PGX)	V3.1
	DECnet SNA 3270 Data Stream API	V1.4
	DECnet SNA APPC/LU6.2	V2.2
	DECnet SNA Data Transfer Facility	V3.1
	DECnet SNA Gateway Management	V2.1
	DECnet SNA Gateway for Synchronous	V1.2
	Transport	V1.2
	DENet-VAX Version 5.4 Extensions	V5.4
	DECprint Supervisor	V2.0
	DECserver 100	V3.3
	DECserver 200	V2.0
	DECserver 250	V2.2
	DECserver 300	V1.1
	DECserver 700	V1.0
	3DECwindows Graphical Interface Tools	V1.2
	DSNlink	V5.5
	OpenVMS F11CD	V5.1
	Printerserver Software	V1.0
	StorageWorks HSZ40 Array Controller Facility	V2.1
	Terminal Server Manager	V5.0
	VAX CDD/Plus	V1.1
	VAX Distributed Name Service	V1.2
	VAX Wide Area Network Device Drivers	V2.1
	DST/DSH32	V4.5
	VMS DECwindows	V5.2
	VMS Workstation Software	V5.6-013

MANUFACTURER	SOFTWARE	VERSION
	DEC C DEC C++ DEC Code Management System (CMS) DEC Language Sensitive Editor/Source Code Anal. DEC Module Management System (MMS) DEC Performance and Coverage Analyzer DEC Test Manager VAX Source Code Analyzer ABS Library Management (SLS) X25 For OpenVMS	V3.9-2 V4.5-3 V3.2-01 V4.5-4 V3.8 V4.5-3 V2.9
Process Software	Multinet	V4.0B
RAXCO Inc	RAXCO Perfect Disk RAXCO Perfect Tune RAXCO Perfect Cache RAXCO Callout	
Gateway	BISCOM	
Stewart Title	AIM	
Computer Associates	XCOM	V2.4
Danville May Group Inc.	DMG Group1 Landata NTIS Subscription ACI - Appraisal Forms	
Oracle	Oracle7 Server Parallel Server Option Oracle Designer/200 (Release 1.3.2) Designer/2000 Process Modeller Designer/2000 Systems Modeller Designer/2000 Systems Designer Designer/2000 Forms Generator Designer/2000 Reports Generator Designer/2000 C++ Object Layer Generator Designer/2000 Visual Basic Generator Designer/2000 Server Generator	V7.3.2.3.2 V7.3.2.3.2 V.1.3.2 V.1.0.10.0. V2.0.10.0.1 V.1.01.0.1 V4.5.10.0.1 V2.5.10.0.1 V1.0.10.0.1 V1.0.10.0.1 V5.5.10.0.1

MANUFACTURER	SOFTWARE	VERSION
	Designer/2000 MS Help Generator	V1.0.10.0.1
	Designer/2000 Repository Generator	V1.0.10.0.1
	Oracle Developer/2000	V1.3.2
	SQL*Net	V2.3.2.1.6
	Designer/2000 - Forms	V4.5.6.5.5F
	Designer/2000 - Reports	V2.5.4.0.8
	Designer/2000 - Graphics	V2.5.5.6.0J
	Designer/2000 - Browser	V2.0.8.2.1
	Designer/2000 - Procedure Builder	V1.5.5.7.0
	Designer/2000 - Database Tables	V1.5.2.1.2
	Designer/2000 - Language Support	V2.0.0.1.2
	Oracle Terminal	V2.1.7.0.0
	Oracle Media Objects Player	V1.0.4.9.0D
	Oracle Book Runtime	V2.2.1.0.0
	Oracle open Client Adapter for ODBC	V1.0.11.3.0
	Oracle ODBC Driver for Rdb	V2.0.16.0.0
	INTERSOLV DataDirect Drivers	V2.1.0.0.0C
	Oracle Client Software Agent	V3.1.2.1.3
	Oracle Client Software Administrator	V3.1.2.1
	Tools Utilities	V2.1.8.15.1
	GUI Common Files	L
	Designer/2000 - System Support Files	V2.1.7.7.0
	Designer/2000 - Required support Files	V2.0.1.1.0C
	Designer/2000 - Required Support Files	V7.1.4.0.9
	Applications for Digital Alpha Open/VMS	V7.0.16.4.4.
	Oracle EDI Gateway	V10.7
	Oracle Cash Management	V2.0.1
	Internet Commerce	V1.1.57
		V2.0.21
Oracle (cont'd)	Oracle SSP/SMP	V3.0.94
	Oracle Automotive	V1.1.12
	Regional Localizations	V1.2.52
	Oracle Training Administration	V1.0.94
	Oracle Service	V2.0.41
	Oracle Purchasing	V8.0.167
	Oracle Assets	V7.0.166
	Oracle Cash Management	
	Oracle Receivables	V7.0.152
	Oracle Human Resources	V7.094
	Oracle Bills of Material	V5.0.168
	Oracle Project Billing	V4.1.20

MANUFACTURER	SOFTWARE	VERSION
	Oracle Project Costing	V4.1.20
	Oracle Government Purchasing	V8.0.167
	Oracle Government Payables	V8.0.159
	Oracle Government Receivables	V7.0.152
	Oracle Government General Ledger	V9.0.9
	Oracle Data Track	V3.0.94
	Oracle Cost Management	V5.0.168
	Oracle Applications Report Generator	V4.0.9
	Oracle Quality	V1.0.62
	Oracle Sales Compensation	V1.0.67
	Oracle Latin American Globalizations	V1.2.8
	Oracle Shipping Delivery Based	
	Oracle Payables	
	Oracle Release Management	V1.1.14
	Oracle Reports	V2.5.5.4
	Oracle Alert	

PC Software

Vendor Name	Product Name	Version
Adaptiv	People Scheduler	
Aldus	Page Maker	
Arbor Software	Essbase	4.1.2
Arbor Software	Essbase - Satellite server	
Arbor Software	Essbase - Main Server - clients	
Ashton-Tate	MultiMate	
Atech	Publisher's PowerPak	
Attachmate	Keaterm - 16 bIT	
Attachmate	Keaterm	2.2.0
Attachmate	Keaterm	4.0
Attachmate	Keaterm	4.1
Attachmate	Keaterm	4.2
Attachmate	Keaterm	5.0

Vendor Name	Product Name	Version
Attachmate	RLN Application Server	1.6
Attachmate	RLN Software upgrade	3.x/4.0 to 4.1
Attachmate	Extra - Personal Client - (call as needed for additional licenses)	
Bindview Development	Bindview NCS	3.6
Borland	Paradox	
Borland	C++	
Cheyenne/Computer Assoc.	Arcserve Enterprise Backup	
Clear Software, Inc.	AllClear	
Clear Software, Inc.	All Clear	1.2
Corel	Corel Draw (Mac)	5.0
Corel	Corel Draw (Windows)	8.0
Crystal Computer Services	Crystal Reports Standard	4.0
D&B	Dunn & Bradstreet	
DataStorm Technologies, Inc.	Procom Plus	
DataStorm Technologies, Inc.	Procom Plus	
DataStorm Technologies, Inc.	Procom Plus	
Datawatch	Monarch	3.0
DPC Computers Inc.	ZIP Sales Lookup	
Experian	EXPERIAN	
Experian	CMODE FOR WINDOWS	
Folio Infobase	Virtual Underwriter Stewart Title	
Formatting Solutions	Information Mapping - MSWord 6.x & 7.0	
Hewlett Packard	HP Design Jet Brand Printer	

Vendor Name	Product Name	Version
	(Plotter)	
IBM	VIA Voice Gold	4.3
IBM	DOS	3.3
IBM	DOS	5.0
IBM	DOS	5.00
IBM	DOS	5.0
IBM	P/S2	
Integrity Software, Inc.	SoftTrack	2.7
Intuit	Quicken	5.0
Intuit	QuickBooks	4.0
Jian Corporation	Biz Plan Builder	5.0
LandTech	LandTech	
LifeStar	QI Coloring Book - Macros for Excel	
Lotus	Lotus Organizer	2.0
Lotus	Lotus 1-2-3	
Lotus	cc:Mail	2.1
Lotus	QuatroPro	1.0
Lotus	Freelance Graphics	3.1
Lotus	Freelance Graphics	4.0
Lotus (WordPerfect)	WordPerfect	3.0
Lotus (WordPerfect)	WordPerfect	5.0
Lotus (WordPerfect)	WordPerfect	5.1
Lotus (WordPerfect)	WordPerfect	5.2
Maplinx Corporation	Maplinx (*older than ver. 3.0*)	Professional
Maplinx Corporation	Maplinx	3.0
Maplinx Corporation	Maplinx	4.0

Vendor Name	Product Name	Version
Mellon Bank	Telecash	
Microsoft	Windows NT	3.51
Microsoft	Windows NT Workstation	
Microsoft	SQL Server	6.5
Microsoft	SQL Server - Client	6.5
Microsoft	Windows NT - Client	4.0
Microsoft	Windows 95	
Microsoft	Windows 95 Upgrade - open - exp. 6/30/99	
Microsoft	Front Page 97	
Microsoft	Front Page 98	
Microsoft	Office 4.3	
Microsoft	Office 4.2	
Microsoft	Project	4.0
Microsoft	Visual Basic - Enterprise Edition	
Microsoft	StreetsPlus	
Microsoft	Office 97 Small Business Edition	
Microsoft	Access 97	
Microsoft	Microsoft Works	
Microsoft	Mail	
Microsoft	Windows	3.1
Microsoft	Query	
Microsoft	PowerPoint	4.0
Net Magic	ECCO Pro	
Norton	PC Anywhere	
Oracle	Oracle	

Vendor Name	Product Name	Version
Oracle	Receivables\SmartClient	
Oracle	Payables\SmartClient	
Oracle	GL\SmartClient	
PowerQuest	Drive Imaging Professional	
Powersoft	InfoMaker	5.0
PTS	CustomDoc (training)	
Quarterdeck	Qemm Memory maker	
Que	RightWriter	Windows 6.0
Scitor Corporation	Process Charter for Windows	1.1
Seagate	Palindrome Archivist	3.1A
Shapeware	Visio	4.0
Shapeware	Visio upgrade to 4.0	
Softkey	Calendar Creator Plus	
Softnet	Fax Works Pro	
SPC Software Publishing	Harvard Graphics	1.03
SPC Software Publishing	Harvard Graphics	3.0
SPC Software Publishing	Harvard Graphics - Upgrade to 3.0	
Sprint	SprintFax	Win 3.1
Strategic Mapping, Inc.	Atlas GIS - 1994	
Symantic	Timeline	1.0
Symantic	ACT	
Symantic	Norton Utilities	3.0
Symantic	Winfax	4.0
Symantic	Q&A	
Tactician Corporation	Tacitician (Marketing)	4.0
United Communication Grp.	Echo - (FHA access)	4.3

Vendor Name	Product Name	Version
United Communication Grp.	Echo - (FHA access)	4.3
Wessex	Tiger 92 - US Streets & Boundries	
	AIM for Windows	
	The Research Assistant (APV)	
	BitFax	
	Vu Image+ (LCI View)	
	Internal Commute	
	AllRegs	
	FastBack Plus -DOS	3.1
	Airborne	
	UPS	
	PCLink (call as needed for adtl licenses)	
	Dunn & Bradstreet (call as needed for adtl licenses)	4.3
	Freelance Graphics - DOS	
	Westlaw - Subscription Services	
	Bitfax/Bitcom DOS	
	Bitfax/Bitcom Windows	
	Allways (spreadsheet reporting)	
	Pacioli 2000 (accounting)	2.0
	On-Time for Novell	1.5
	Flowcharting	
	Dbase	IV

Third Party Data Bases.

Vendor/Publisher	Program/Title
Charles Jones	Title Data
DataQuick	Property Data

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S DISCLOSURE SCHEDULE

SCHEDULE 4(d)

OTHER LICENSES

1. Agreement dated March 1995, between Factual data - Northern California and LSI pursuant to which LSI grants Factual Data the use of the LSI name on marketing materials for certain combined services. LSI will provide LSI PCNet software in locations designated by Factual Data, and Factual Data will use the product for the purpose and under the terms designated in the agreement and the attached software use agreement.

2. In the normal course of its business operations, LSI licenses certain software to its clients and suppliers including Rapid Review, LSI Conéx and Lighthouse software programs.

3. Software License Agreement dated September 30, 1997 between Merrill, Lynch Pierce, Fenner & Smith Incorporated ("MLPF&S") and LSI pursuant to which MLPF&S is granted a perpetual non-exclusive, worldwide license to install, use, copy and sublicense software entitled "The Research Assistant," under certain conditions.

4. Software Purchase Agreement dated September 30, 1997 by and among LSI, Evaluation Services, Inc., Stephen L. Willman, Kathleen F. Stockton and Mark L. Stockton and Willman & Associates, pursuant to which LSI has granted a license to use the Research Assistant software, under certain conditions.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S DISCLOSURE SCHEDULE

SCHEDULE 4(g)

CONSENTS AND AUTHORIZATIONS

NONE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTOR'S DISCLOSURE SCHEDULE

SCHEDULE 4(i)

CLAIMS

NONE

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

_____, ____

Fleet National Bank, as Administrative Agent
under the Credit Agreement
referred to below
One Federal Street
Boston, Massachusetts 02110

Attention: Corporate Banking Group

Intellectual Property Security Agreement,
dated as of July 10, 1998,
made by Lender's Service, Inc., Lender's Service Title Agency, Inc., LSI Maryland, Inc.
and the other Grantors to
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by [Name of Grantor] and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL PROPERTY GRANTOR]

By:_____

Name:_____

Title:_____

Address:_____

_____