

03-12-2002



Form PTO-1594
Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102010549

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Geotrac, Inc.

2-26-02

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

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

3. Nature of conveyance:

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

Execution Date: January 31, 2002

2. Name and address of receiving party(ies)

Name: National City Bank, as agent

Internal

Address:

Street Address: 1900 East Ninth Street

City: Cleveland State: Ohio Zip: 44114

- Individual(s) citizenship
- Association National Association

General Partnership

Limited Partnership

Corporation-State

Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,156,782	1,850,480	1,852,736
1,890,277	1,854,973	1,852,735

Additional number(s) attached Yes No

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

Name: Arthi K. Tirey

Internal Address: Benesch, Friedlander, Coplan & Aronoff LLP
2300 BP Tower

Street Address: 200 Public Square

City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2051

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

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.

Arthi K. Tirey

Name of Person Signing

Signature

February 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 12

03/12/2002 6TON11 00000001 2156782

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
125.00 OP

TRADEMARK
REEL: 002457 FRAME: 0908

INTELLECTUAL PROPERTY SECURITY AGREEMENT

GEOTRAC, INC., a Delaware corporation (together with its successors and assigns, "Borrower"), is entering into or has entered into the Loan Agreement, as hereinafter defined, with NATIONAL CITY BANK ("Agent"), a national banking association, as Agent for the Banks (the "Banks") named from time to time in the Loan Agreement.

Borrower understands that Agent and Banks are willing to enter into the Loan Agreement and to grant or continue to grant such financial accommodations to Borrower only upon certain terms and conditions, one of which is that Borrower shall grant to Agent a security interest in the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation granted to Borrower by Agent and Banks and for other valuable considerations.

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

1.1. "Collateral" shall mean, collectively, all of Borrower's existing and future (a) patent registrations, patent applications, trademarks, service marks, trademark registrations, service mark registrations, trademark applications, service mark applications, copyright applications and copyright registrations including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) renewals and extensions for any of the foregoing; and (c) goodwill of the business associated with any of the foregoing.

1.2. "Commitment" shall mean the obligation of the Banks to make Loans under the Revolving Promissory Note, as defined in the Loan Agreement, and the Term Note, as defined in the Loan Agreement.

1.3. "Loan Agreement" shall mean the Loan and Security Agreement, dated December 28, 2001, by and between Geotrac Holdings, Inc. and Agent, as amended by the First Amendment to Loan and Security Agreement, dated December 28, 2001, by and among Geotrac Holdings, Inc., Geotrac of America, Inc. OnePointCity, LLC and Agent, and as further amended by the Second Amendment to Loan and Security Agreement, dated January 2, 2002, by and among Borrower, OnePointCity, LLC and Agent, as the same may from time to time be further amended, restated or otherwise modified.

1.4. "Debt" shall mean, collectively, (a) all Loans; (b) all other Indebtedness or other obligations now owing or hereafter incurred by Borrower to Agent and Banks pursuant to the Loan Agreement, the Notes and the other Loan Documents (as defined in the Loan Agreement) executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all commitment and other fees payable pursuant to the Loan Agreement; (e) every other liability, now or hereafter owing to Agent or Banks (or any affiliate of Agent or Banks) by

Borrower, and includes, without limitation, every liability, whether owing by only Borrower or by Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by a quasi-contract, tort, statute or other operation of law, whether incurred directly to Agent or Banks (or such affiliate) or acquired by Agent or Banks (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Agent or Banks (or such affiliate) in whole or in part; and (f) all costs and expenses, including attorneys' fees, incurred by Agent (or any affiliate of Agent) in connection with the Loan Agreement or in connection with the collection of any portion of the indebtedness or other obligations described in (a), (b), (c), (d) or (e) hereof.

1.5. "Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 5 hereof.

1.6. "Loan" shall mean any Loan, as defined in the Loan Agreement, granted pursuant to the Loan Agreement.

1.7. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

Except as specifically defined herein, capitalized terms used herein that are defined in the Loan Agreement shall have their respective meanings ascribed to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST. In consideration of and as security for the full and complete payment of all of the Debt, Borrower hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Banks, a security interest in all of the Collateral, including (without limitation) all of Borrower's future Collateral, irrespective of any lack of knowledge by Agent of the creation or acquisition thereof.

3. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Agent that:

(a) Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

(b) The Collateral is valid and enforceable.

(c) Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

(d) Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

(e) Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except when the failure to do so will not have a material adverse effect on Borrower.

(f) Except for those granted to Agent under the Loan Agreement, Borrower owns the Collateral free from any claim, lien or encumbrance and has not granted a security interest in the Collateral to anyone else.

(g) To Borrower's knowledge, no infringement suit has been filed against the Collateral, which would materially or adversely affect the fair market value of the Collateral or the benefits of this Agreement.

4. STANDARD PATENT AND TRADEMARK USE. Borrower shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

5. EVENT OF DEFAULT.

(a) The failure of Borrower to comply with any of its obligations under this Agreement or the occurrence of an "Event of Default" under the Loan Agreement shall constitute an Event of Default under this Agreement.

(b) If an Event of Default shall occur, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Borrower at least five (5) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

6. TERMINATION. At such time as the Debt has been irrevocably paid in full, the Commitment terminated, and the Loan Agreement terminated and not replaced by any other credit facility with Agent or Banks, this Agreement shall terminate and, upon written request of Borrower, Agent shall execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in the Collateral, subject to any disposition thereof that may have been made by Agent pursuant hereto.

7. MAINTAINING COLLATERAL; ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower shall have the obligation and duty to perform all reasonable acts necessary to maintain or preserve the Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance or preservation of such Collateral is no longer necessary in Borrower's business. If Borrower takes affirmative and intentional measures not to maintain or preserve the Collateral, Borrower shall provide Agent with notice that such maintenance or preservation has not occurred. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon the reasonable demand by Agent, and, until so paid, shall be added to the principal amount of the Debt.

8. AGENT'S RIGHT TO PERFORM OBLIGATIONS. If Borrower fails to comply with any of its obligations under this Agreement, Agent may, but is not obligated to, perform such obligations either in Borrower's name or in Agent's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent on demand in full for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

9. ADDITIONAL DOCUMENTS. Borrower shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement, including, but not limited to, any filings required by the U.S. Patent and Trademark Office (the "USPTO").

10. NEW COLLATERAL. If, before the Debt shall have been satisfied in full and the Commitment terminated, Borrower shall obtain rights to any new Collateral, the provisions of Sections 1.1 and 2 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Borrower shall give Agent prompt written notice thereof.

11. MODIFICATION FOR NEW COLLATERAL. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1.1, 2 and 10 hereof and, at Agent's request, Borrower shall execute any documents or instruments required by Agent in order to modify this Agreement as provided in this Section 11.

12. NO WAIVER. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. REMEDIES CUMULATIVE. All of the rights and remedies of Agent with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

14. SEVERABILITY. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. MODIFICATIONS. This Agreement may be amended or modified only by a writing signed by Borrower and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, the provisions of this Agreement shall control.

16. ASSIGNMENT AND SUCCESSORS. This Agreement shall not be assigned by Borrower without the prior written consent of Agent. Agent shall not unreasonably withhold its consent to any assignment. This Agreement shall bind the successors and permitted assigns of Borrower and shall benefit the successors and assigns of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

17. NOTICE. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address specified in Section 13.6 of the Loan Agreement, and, if to Agent, mailed or delivered to it, addressed to the address of Agent specified in Section 13.6 of the Loan Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be effective (a) if given by mail, on first attempted delivery after being deposited in the U.S. mail, certified mail, return receipt requested, or (b) if given by other means, when delivered at the specified address.

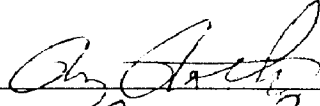
18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

19. FILING WITH USPTO. Borrower hereby authorizes and requests the Commissioner of the USPTO to note in its records the existence of the security interest granted hereunder with respect to the Collateral.

[Remainder of Page Intentionally Left Blank -- Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 31st day of January, 2002.

GEOTRAC, INC., as Borrower

By: 
Name: Paul J. Roth
Title: Vice President

NATIONAL CITY BANK, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 31
day of January, 2002.

GEOTRAC, INC., as Borrower

By: _____

Name: _____

Title: _____

NATIONAL CITY BANK, as Agent

JW
By: Terry A. Wolford
Name: TERRY A. WOLFORD
Title: VICE PRESIDENT

Carol M. Bonfield

CAROL M. BONFIELD
Notary Public, State of Ohio
Recorded in Geauga County
My Commission Expires April 29, 2002

ACKNOWLEDGEMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF HURON)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GEOTRAC, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of January, 2002.

Seal

NOTARY PUBLIC

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Terry A. Wolford, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NATIONAL CITY BANK, a national banking association, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January, 2002.

Seal

Carol M. Bonfield
NOTARY PUBLIC CAROL M. BONFIELD
Notary Public, State of Ohio
Recorded in Geauga County
My Commission Expires April 29, 2002

ACKNOWLEDGEMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF HURON)

BEFORE ME, the undersigned authority, on this day personally appeared Paul Roth, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GEOTRAC, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January, 2002.

Seal

Jean M Fisher 1-31-02
NOTARY PUBLIC

JEAN M. FISHER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 08-08-06

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Paul Roth, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NATIONAL CITY BANK, a national banking association, and that he executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January, 2002.

Seal

Jean M Fisher 1-31-02
NOTARY PUBLIC

JEAN M. FISHER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 08-08-06

SCHEDULE 1

Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)	Type of Mark (Status)
	2,156,782	May 12, 1998	Federal (Active)
	1,890,277	April 18, 1995	Federal (Active)
Risk Based Cluster Analysis	1,850,480	August 16, 1994	Federal (Active)
Geo Life-of-Loan	1,854,973	September 20, 1994	Federal (Active)
GeoQuake	1,852,736	September 6, 1994	Federal (Active)
GeoRef	1,852,735	September 6, 1994	Federal (Active)