

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LANDAMERICA FINANCIAL GROUP, INC.		12/22/2008	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	FNF INTELLECTUAL PROPERTY HOLDINGS, INC.
Street Address:	601 Riverside Avenue
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32204
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1564991	CL COMMONWEALTH
Registration Number:	2015816	COMMONWEALTH
Registration Number:	2868307	LAWYERS TITLE
Registration Number:	0738026	LAWYERS TITLE INSURANCE CORPORATION
Registration Number:	2098050	TRANSNATION

CORRESPONDENCE DATA

Fax Number: (314)436-8400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (314) 231-2800
 Email: jbg@stolarlaw.com
 Correspondent Name: John B. Greenberg
 Address Line 1: 911 Washington Avenue
 Address Line 2: 7th Floor
 Address Line 4: St. Louis, MISSOURI 63101

OP \$140.00 1564991

NAME OF SUBMITTER:	John B. Greenberg, Attorney
Signature:	/John B. Greenberg/
Date:	02/25/2009
Total Attachments: 5 source=LandAmAssignmentAssumptionAgr12-22-08signed#page1.tif source=LandAmAssignmentAssumptionAgr12-22-08signed#page2.tif source=LandAmAssignmentAssumptionAgr12-22-08signed#page3.tif source=LandAmAssignmentAssumptionAgr12-22-08signed#page4.tif source=LandAmAssignmentAssumptionAgr12-22-08signed#page5.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 22, 2008 (the "Effective Date"), is entered by and between **LANDAMERICA FINANCIAL GROUP, INC.**, a Virginia corporation ("Seller"), and **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, an insurance company organized under the laws of the State of California ("FNTIC"), **CHICAGO TITLE INSURANCE COMPANY**, an insurance company organized under the laws of the State of Nebraska ("CTIC," and with FNTIC, "Buyers"), Commonwealth Land Title Insurance Company, an insurance company organized under the laws of the State of Nebraska ("Commonwealth") and FNF Intellectual Property Holdings, Inc. a Delaware corporation ("FNFIPH"). Seller, Buyers, Commonwealth and FNFIPH shall be referred to together in this Agreement as the "Parties" and individually as a "Party" (with both Buyers understood to be a single Party unless the context requires otherwise).

WITNESSETH

WHEREAS, Seller and Buyers have entered into a Stock Purchase Agreement, dated as of November 25, 2008, as amended and restated as of December 12, 2008, as further amended and restated as of December 21, 2008 (as so amended, the "Stock Purchase Agreement") pursuant to which the Seller is selling and the Buyers and their Affiliates are purchasing 100% of the issued and outstanding shares of capital stock (the "Shares") of each of (i) Commonwealth, (ii) United Capital Title Insurance Company, an insurance company organized under the laws of the State of California ("UCTIC") and (iii) Lawyers Title Insurance Corporation, an insurance company organized under the laws of the State of Nebraska ("LTIC," and together with UCTIC and Commonwealth, the "Companies");

WHEREAS, pursuant to the Stock Purchase Agreement, Seller and Buyers have agreed to transfer certain agreements and assets from Seller to the Companies or their Subsidiaries; and

WHEREAS, Buyers wish for their Affiliate, FNFIPH, to hold certain trademarks to be transferred by Seller;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein and the Stock Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions

(a) The definitions contained in the preamble and recitals hereto are hereby incorporated by reference as though fully set forth herein.

(b) Any capitalized term used herein that is not defined below or elsewhere in this Agreement shall have the meaning ascribed to such term in the Stock Purchase Agreement.

2. Assignment

(a) *Assignment.* Seller, for itself and on behalf of its Subsidiaries and Affiliates, hereby transfers, assigns and conveys (i) to Commonwealth all Intellectual Property owned by Seller or its Subsidiaries or Affiliates (other than the Companies and their Subsidiaries) that is used solely in the businesses of the Companies and their Subsidiaries; (ii) to FNFIPH all rights in and to the names “Commonwealth,” “United Title,” “United Capital Title,” “Lawyers Title” and any of the names and trademarks set forth on Section 5.9(a)(ii) of the Company Disclosure Schedule owned by Seller or its Subsidiaries or Affiliates (other than the Companies and their Subsidiaries) as set forth on Exhibit I; (iii) to Commonwealth each contract, arrangement, commitment or understanding to which Seller or its Subsidiaries or Affiliates (other than the Companies and their Subsidiaries) is a party that relates solely to the use of Intellectual Property in connection with the businesses of the Companies and their Subsidiaries; and (iv) to Commonwealth (A) any hardware owned by Seller (other than the Companies and their Subsidiaries) and (B) any hardware owned by Seller’s Subsidiaries or Affiliates (other than the Companies and their Subsidiaries), in each case of (A) or (B) that is located in the Plano, Texas data center facility. For the avoidance of doubt, none of the Intellectual Property set forth on Section 5.9(a)(v) of the Company Disclosure Schedule nor rights in the words “LandAmerica” nor derivatives thereof nor the LandAmerica logo nor derivatives thereof shall be transferred or assigned to any Party hereto.

(b) *Assumption.* Effective as of the Effective Date, Commonwealth and FNFIPH hereby each assumes all right, title and interest whatsoever, throughout the world, in, to the Intellectual Property, contracts, arrangements, commitments and understandings assigned to it pursuant to Section 2(a), together with all rights, powers, privileges and other benefits and liabilities of Seller and its Affiliates, including the right to sue for past infringement.

3. Further Assurances

Seller agrees to execute and deliver and cause its Affiliates and Subsidiaries to execute and deliver, at the expense of Commonwealth or FNFIPH, as applicable, any further documents that Buyers, Commonwealth or FNFIPH may from time to time reasonably require to in order to give Commonwealth or FNFIPH, as applicable, the full benefit of this Agreement.

4. Miscellaneous Provisions

(a) *Binding Effect.* This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their assigns and successors-in-interest.

(b) *Severability.* If any provision of this Agreement shall be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision had never been contained herein.

(c) *Governing Law; Jurisdiction.* This Agreement shall be deemed to be made in and in all respects shall be interpreted, governed and construed in accordance with the internal laws of the State of New York applicable to contracts made and wholly-performed within such state, without regard to any applicable conflicts of law principles. The Parties hereto agree that any

suit, action or proceeding brought by either Party to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the Chapter 11 Court. Each of the Parties hereto submits to the jurisdiction of any such court in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement or the transactions contemplated hereby and hereby irrevocably waives the benefit of jurisdiction derived from present or future domicile or otherwise in such action or proceeding. Each Party hereto irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(d) *Entire Agreement.* This Agreement (including the documents and the instruments referred to in this Agreement) and the Stock Purchase Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.


(e) *Amendment.* No modification or amendment of this Agreement shall be valid or binding on the Parties unless such modification or amendment shall be in writing signed by the Party against whom the same is sought to be enforced.

(f) *No Waiver.* The failure of any Party to insist on strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such Party's right to demand strict compliance therewith in the future, nor shall the same be construed as a novation of this Agreement.


(g) *Counterparts.* This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that each Party need not sign the same counterpart. Either Party may deliver its signed counterpart of this Agreement to the other Party by means of facsimile or any other electronic medium, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

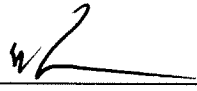
**LANDAMERICA FINANCIAL GROUP,
INC.**

By: 
Print: Theodore L. Chandler, Jr.
Title/Capacity: Chairman & CEO

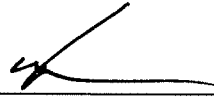
**COMMONWEALTH LAND TITLE
INSURANCE COMPANY**

By: 
Print: Theodore L. Chandler, Jr.
Title/Capacity: Chairman, President & CEO

**FIDELITY NATIONAL TITLE
INSURANCE COMPANY**

By: 
Print: Michael L. Gravelle
Title/Capacity: Executive Vice President

**CHICAGO TITLE INSURANCE
COMPANY**

By: 
Print: Michael L. Gravelle
Title/Capacity: Executive Vice President

**FNF INTELLECTUAL PROPERTY
HOLDINGS, INC.**


By: 
Print: Michael L. Gravelle
Title/Capacity: Executive Vice President

EXHIBIT I

Commonwealth & Design	1564991
Commonwealth	2015816
Lawyers Title (Canada)	TMA719397
Lawyers Title	(EU) 4057683
Lawyers Title	2868307
Lawyers Title Insurance	
Corporation & Design	738026
Transnation	2098050