

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hanna Holdings, Inc.		05/07/2010	CORPORATION: PENNSYLVANIA
Barristers of Ohio, LLC		05/07/2010	LIMITED LIABILITY COMPANY: OHIO
Smythe, Cramer Co.		05/07/2010	CORPORATION: OHIO
Barrister's Land Abstract Co.		05/07/2010	CORPORATION: PENNSYLVANIA
Bayard Crossings Corporation		05/07/2010	CORPORATION: PENNSYLVANIA
Howard Hanna Company		05/07/2010	CORPORATION: PENNSYLVANIA
Howard Hanna Insurance Services, Inc.		05/07/2010	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2531196	HOWARD HANNA
Registration Number:	2381125	HOWARD HANNA
Registration Number:	3475137	HOWARD HANNA
Registration Number:	2935795	SMYTHE, CRAMER CO.

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-562-1637

900163109

**TRADEMARK
 REEL: 004213 FRAME: 0382**

CH \$115.00 2531196

Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0059459-000061
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	05/26/2010

Total Attachments: 15

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of May 7, 2010, is entered into by and among **HANNA HOLDINGS, INC.**, a Pennsylvania corporation (the "Borrower"), and **THE UNDERSIGNED SUBSIDIARIES OF BORROWER** (being collectively referred to herein as the "Pledgors" and each as a "Pledgor"), and **PNC BANK, NATIONAL ASSOCIATION** (the "Lender").

WHEREAS, pursuant to that certain Credit Agreement (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of even date herewith by and among, the Borrower, the Guarantors (as defined in the Credit Agreement) now or hereafter party thereto, and the Lender, the Lender has agreed to provide certain loans to the Borrower and the Pledgors have agreed, among other things, to grant to the Lender a security interest in, and upon the occurrence of an Event of Default (as defined in the Credit Agreement) to conditionally assign to the Lender, certain patents, trademarks and copyrights.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the payment and performance of all Obligations (collectively, the "Obligations" or the "Secured Obligations"), each Pledgor hereby grants to the Lender and its successors and assigns, a security interest in, all of its right, title and interest of such Pledgor in and to all patent applications, patents, federal and state trademark applications, registered and common law trademarks and logos, servicemarks, tradenames, copyright registrations and copyrights now owned by such Pledgor in the United States, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Patents, Trademarks and Copyrights"). Notwithstanding the foregoing provisions of this definition, the collateral granted hereunder shall not include any Pledgor's right, title or interest in or with respect to any distribution, development, supply (including active pharmaceutical ingredient contracts), manufacturing, packaging, commercialization, joint venture, royalty, license, sublicense and/or use agreements, the terms of which restrict the transfer or assignment of any right, title or interest of such Pledgor therein without the prior written consent of any one or more of the other parties to such agreements (all of the foregoing agreements herein referred to collectively as, a "Restricted Agreement") until such time as any such restriction on a collateral assignment of such a Restricted Agreement has been waived or is no longer applicable; provided however, the collateral granted hereunder shall include (i) any and all rights of the Pledgors in and with respect to all Payment Intangibles (as defined in the Uniform Commercial Code arising from any right to the payment of money due to any Pledgor under any such Restricted Agreement, and (ii) any Restricted Contract to the extent that the terms which restrict the transfer or assignment of such Restricted Contract are ineffective under Article 9 of the Uniform Commercial Code.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) to the best of such Pledgor's knowledge, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights owned by it, free and clear, subject to Permitted Liens, of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by each Pledgor not to sue third persons with respect to such Patents, Trademarks and Copyrights;

(d) such Pledgor has the power and authority to enter into this Agreement and perform its terms;

(e) except as set forth on Schedule B, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights listed on Schedule A does or may violate the intellectual property rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products which use or display the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with such Pledgor's obligations under this Agreement, without the Lender's prior written consent.

5. If, before the Secured Obligations shall have been Paid in Full and the Revolving Credit Commitment has terminated, any Pledgor shall own or acquire any new U.S. applications for any Patents, Trademarks or Copyrights, such Pledgor shall diligently prosecute such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which are issued to such Pledgor in connection with such new applications, and such Pledgor shall give to the Lender prompt notice thereof in writing. The Pledgors and the Lender agree to modify this Agreement by amending Schedule A to include any such future patents, patent applications, trademark applications, trademarks, trademark registrations, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto. Any expenses incurred in connection with such an application shall be borne by such Pledgor.

6. No Pledgor shall abandon any Patent, Trademark or Copyright unless such abandonment occurs in the reasonable discretion of such Pledgor in the ordinary course of such Pledgor's business.

7. Each Pledgor agrees not to assign or sell its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of the Lender which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Pledgor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of such Pledgor's business.

8. The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest that any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

9. Subject to Section 10 hereof, if any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. At such time as the Pledgors shall have indefeasibly Paid in Full all of the Secured Obligations and the Revolving Credit Commitment shall have terminated, this Agreement shall terminate and the Lender shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by each Pledgor to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

11. Each Pledgor shall preserve and maintain all rights in the Patents, Trademark and Copyrights, including without limitation the payment of all maintenance fees, renewal fees or taxes. Each Pledgor may elect not to preserve or maintain its rights in certain Patents, Trademarks and Copyrights provided such election is made in such Pledgor's reasonable discretion in the ordinary course of such Pledgor's business.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and reasonable expenses incurred by the Lender in connection with the preparation of this Agreement 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, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that the Pledgors fail to discharge their duty pursuant to Section 10 or otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within thirty (30) days of demand by the Lender, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

13. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Lender shall cooperate with such Pledgor, at such Pledgor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by the Lender at the request of such Pledgor as a result of such suit.

14. No course of dealing between any Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, 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.

15. All of the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

16. 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 clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, without the prior consent of the Lender and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be deemed to be a contract governed under the Laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

20. Each party hereto hereby irrevocably consents to the nonexclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania and the United States District Court for the Western District of Pennsylvania, and each Pledgor and the Lender waives trial by jury in any action or proceeding with respect to this agreement to the full extent permitted by law.

21. Notwithstanding certain of the representations, warranties and covenants herein, the Lender acknowledges that each Pledgor acquired the Other Intellectual Property (as defined in the Asset Purchase Agreement) without representations or warranties on an as-is, where-is basis and therefore does not make any representations as to the quality of title to the Other Intellectual Property. Each Pledgor shall have no responsibility to maintain, protect, defend or preserve such Other Intellectual Property except to the extent that, in such Pledgor's reasonable business judgment, such Pledgor has confirmed that it has received good and valuable title to such Other Intellectual Property and such Other Intellectual Property has value to such Pledgor.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]
(1 of 3)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement shall constitute a sealed instrument.

HANNA HOLDINGS, INC

By: Tracy Delvaux
Name: Tracy Delvaux
Title: Treasurer

BARRISTERS OF OHIO, LLC

By: Tracy Delvaux
Name: Tracy Delvaux
Title: Treasurer

SMYTHE, CRAMER CO.

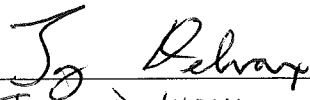
By: Tracy Delvaux
Name: Tracy Delvaux
Title: Treasurer

BARRISTER'S LAND ABSTRACT CO.

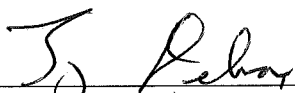
By: Tracy Delvaux
Name: Tracy Delvaux
Title: Treasurer

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]
(2 of 3)

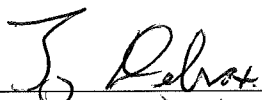
BAYARD CROSSINGS CORPORATION

By: 
Name: Tracy Delvaux
Title: Treasurer

HOWARD HANNA COMPANY

By: 
Name: Tracy Delvaux
Title: Treasurer

**HOWARD HANNA INSURANCE
SERVICES, INC.**

By: 
Name: Tracy Delvaux
Title: Treasurer

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]
(3 of 3)

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: David Weisberg

Title: Senior Vice President

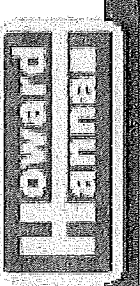
**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

See attached.

Hanna Holdings, Inc.
U.S. Trademark Portfolio

Mark	Country	File Date	Reg. No.	Reg. Date	Goods/Services	Owner
HOWARD HANNA	United States	27-Aug-1999	2,531,196	22-Jan-2002	IC036: Financial services, namely mortgage lending and insurance brokerage in the field of homeowners, flood coverage, vacant homes, mine subsidence, scheduled personal valuable items, auto, watercraft, recreation vehicles, life, disability, health, mortgage protection, commercial and business interruption insurances as well as personal and business umbrellas; mortgage lending	Hanna Holdings, Inc. 119 Gamma Drive Pittsburgh, PA 15238
HOWARD HANNA	United States	30-Jun-1999	2,381,125	29-Aug-2000	IC036: Real estate services, namely, brokerage appraisal, household relocation services, management, and closings IC041: Educational services, namely conducting classes, seminars, conferences, and workshops in the field of real estate brokerage, real estate appraisal, and real estate management IC042: Title searching	Hanna Holdings, Inc. 119 Gamma Drive Pittsburgh, PA 15238

	United States	7-Aug-2007	3,475,137	29-Jul-2008	<p>IC035, US 100 101 102: G&S Relocation services</p> <p>IC036: Financial services, namely mortgage lending and insurance brokerage in the field of homeowners, flood coverage, vacant homes, mine subsidence, scheduled personal valuable items, auto, watercraft, recreation vehicles, life, disability, health, mortgage protection, commercial and business interruption insurances as well as personal and business umbrellas; mortgage lending; Real estate services, namely, brokerage, appraisal, household relocated services, management, and closings</p> <p>IC037: Land development services, namely, planning, laying out and construction management for property owners and developers</p> <p>IC041: Educational services, namely conducting classes, seminars, conferences, and workshops in the field of real estate brokerage, real estate appraisal, and real estate management</p> <p>IC042: Title searching</p> <p>IC042, US 100 101 G&S: Real estate closing services</p>	<p>Hanna Holdings, Inc. 119 Gamma Drive Pittsburgh, PA 15238</p>
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SMYTHE, CRAMER CO.	United States	1-Oct-2003	2,935,795	29-Mar-2005	<p>IC035, US 100 101 102 G&S: Real estate marketing services, namely, on-line services featuring tours of residential and commercial real estate, promoting the goods and services of homeowners and builders through radio commercials and television home shows, conducting trade shows in the field of housing and distribution of printed promotions in newspapers and trade magazines</p> <p>IC036, US 100 101 102 G&S: Real estate</p> <p>IC042, US 100 101 107 G&S: Educational services</p> <p>IC042, US 100 101 G&S: Title searching</p> <p>FIRST USE: 19980300; FIRST USE IN COMMERCE: 1998-0300</p>	Smythe, Cramer Co. P.O. Box 318006 Cleveland, OH 44131-8006
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**Smythe, Cramer CO.
U.S. Copyrights**

Authorship / Claimant	Title	Creation Date	Copyright Number
Smythe, Cramer Company	Fine Ohio Homes	1985	CSN0058962
Smythe, Cramer Company	Fine Ohio Homes	1984	CSN0058962
Smythe, Cramer Company	A Guide for Living in Northeastern Ohio	1986	TX0002040248
Smythe Cramer Co.	Smythe Cramer Theme	1981	Pau001369924
Smythe-Cramer Company / Bristol Valley Communications, Inc.	The Sunday Showcase of Homes	1989	PA0000431547

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

See attached.

Schedule B

Comerica Bank has a lien on the rights of Smythe, Cramer Co. with respect to the payment of loan/debt obligations of Home Mortgage Assured Corporation to Smythe Cramer, Co., not to exceed \$343,000. See also lien search results provided to Bank.