

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
Atone Software, Inc.		06/02/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2862644	AMPMORTGAGES	
Registration Number:	2883289	ATONE	
Registration Number:	2940924	ATONE SOFTWARE	
Registration Number:	3036476	RIGHT HERE RIGHT NOW	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509333/0183		
NAME OF SUBMITTER:	Mindy M. Lok		

TRADEMARK

900164531

REEL: 004223 FRAME: 0961

OP \$115.00 2862644

Signature:	/ml/
Date:	06/14/2010
Total Attachments: 7 source=Atone Software, Inc. Trademark#page1.tif source=Atone Software, Inc. Trademark#page2.tif source=Atone Software, Inc. Trademark#page3.tif source=Atone Software, Inc. Trademark#page4.tif source=Atone Software, Inc. Trademark#page5.tif source=Atone Software, Inc. Trademark#page6.tif source=Atone Software, Inc. Trademark#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 2, 2010 is made by Atone Software, Inc., a Delaware corporation, located at Information Solutions Group, The First American Corporation, 4 First American Way, Santa Ana, CA 92707, Attn: Office of the General Counsel (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, Texas 77252, as Collateral Agent (the "Agent") for itself and the Secured Parties, parties to the Third Amended and Restated Credit Agreement, dated as of April 12, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The First American Corporation (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Secured Parties have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 12, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) of such Grantor to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of all the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATONE SOFTWARE, INC.

By: 

Name: George Livermore

Title: CEO

Date: 5/14/10

JPMORGAN CHASE BANK, N.A.
as Collateral Agent for the Secured Parties

By: _____

Name: _____

Title: _____

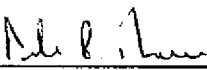
Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATONE SOFTWARE, INC.

By: _____
Name:
Title:
Date:

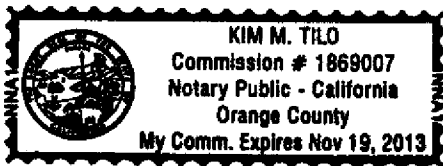
JPMORGAN CHASE BANK, N.A.
as Collateral Agent for the Secured Parties

By: 
Name: **Peter B. Thauer**
Title: **Executive Director**
Date: 5/10/10

ACKNOWLEDGMENT OF GRANTOR

STATE OF California,
COUNTY OF Orange,^{ss}

On the 14 day of May, 2010, before me personally came George Livermore, who is personally known to me to be the CEO of Aton Software, Inc., a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he is the CEO in such company, the company described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said company.



Kim M. Tilo
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 10th day of May, 2010, before me personally came Peter B. Thewer, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Holder	Registration Number	Trademark
Atone Software, Inc.	2862644	AMPMORTGAGES
Atone Software, Inc.	2883289	ATONE
Atone Software, Inc.	2940924	ATONE SOFTWARE & Design
Atone Software, Inc.	3036476	RIGHT HERE RIGHT NOW