# **JP** \$290.00 188744

### 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
First American Real Estate Solutions LLC		106/02/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

### **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: 11

Property Type	Number	Word Mark
Registration Number:	1887440	WATER-TIGHT GUARANTEES
Registration Number:	2430522	FLOODMAP
Registration Number:	3279044	SMARTWEB
Registration Number:	3299314	FAPAY
Registration Number:	3299441	TAXWATCH
Registration Number:	3450982	SOURCEBRIDGE
Registration Number:	3450983	SOURCEPLUS
Registration Number:	3452207	PARCELPOINT
Registration Number:	3525760	RAPIDLINES
Registration Number:	3236132	INSTANTDATA
Registration Number:	2058756	HOMEOWNER AREA NOTIFICATION SERVICE, HNS

### CORRESPONDENCE DATA

Fax Number: (212)455-2502

TRADEMARK 900164559 REEL: 004224 FRAME: 0160

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. 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 Signature: /ml/ Date: 06/14/2010 Total Attachments: 7 source=First American Real Estate Solutions LLC Trademark#page1.tif source=First American Real Estate Solutions LLC Trademark#page2.tif source=First American Real Estate Solutions LLC Trademark#page3.tif source=First American Real Estate Solutions LLC Trademark#page4.tif source=First American Real Estate Solutions LLC Trademark#page5.tif source=First American Real Estate Solutions LLC Trademark#page6.tif source=First American Real Estate Solutions LLC 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 First American Real Estate Solutions LLC, a California limited liability company, 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.

### WITNESSETH:

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. <u>Definitions</u>. 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.

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SECTION 3. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.

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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.

FIRST AMERICAN REAL ESTATE SOLUTIONS LLC	
By: My Name: Steralas Theologides Title: Senior Vi Ce President & Secretar Date: 5/30/10	۲ι
JPMORGAN CHASE BANK, N.A. as Collateral Agent for the Secured Parties	
By:	
Name:	
Title:	
Date:	

[Trademark Security Agreement]

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.

### FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

By:		
Name:		
Title:		
Date:		

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

By: Millian

Name: Peter B. Thauer Executive Director

Date:  $S |_{UV}|_{UV}$ 

### ACKNOWLEDGMENT OF GRANTOR

STATE OF California, COUNTY OF Drange, ss

On the D day of Mount, 2010, before me personally came

Strain Mount of Mou



Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Trademark Security Agreement]

### ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF per York )
) ss
COUNTY OF Jan got )
STATE OF per york )  SS  COUNTY OF how york )  On the 10th day of May, 2010, before me personally came  Place who is personally known to me to be the Excellent of May of
who is personally known to me to be the Exception of
JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose
and say that she/he is the $\frac{\mathcal{E}_{x}(x)}{x}$ 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.

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)

[Trademark Security Agreement]

### **SCHEDULE A**

## U.S. Trademark Registrations and Applications

Registered Holder	Registration Number	Trademark
First American Real Estate Solutions LLC	1887440	WATERTIGHT GUARANTEES
First American Real Estate Solutions LLC	2430522	FLOODMAP (Supplemental Register)
First American Real Estate Solutions LLC	3279044	SMARTWEB
First American Real Estate Solutions LLC	3299314	FAPAY
First American Real Estate Solutions LLC	3299441	TAXWATCH
First American Real Estate Solutions LLC	3450982	SOURCEBRIDGE
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First American Real Estate Solutions LLC	3236132	INSTANTDATA
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**RECORDED: 06/14/2010**