

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Atone Software, Inc. | | 05/23/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Collateral Agent | | |
| Street Address: | 101 North Tyron Street | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| 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) 455-2222 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | Marcela Robledo, 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: | Marcela Robledo | | |

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| Signature: | /mr/ |
| Date: | 06/24/2011 |
| Total Attachments: 5 source=AtoneT#page1.tif source=AtoneT#page2.tif source=AtoneT#page3.tif source=AtoneT#page4.tif source=AtoneT#page5.tif | |

EXECUTION VERSION

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 23, 2011 is made by Atone Software, Inc., a Delaware corporation, (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Administrative Agent and Lenders parties to the Credit Agreement, dated as of May 23, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Driving Records, Inc. (the "Borrower"), CoreLogic Australia Pty Limited, the Foreign Subsidiary Borrowers from time to time party thereto, the banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower and any Foreign Subsidiary Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower and any Foreign Subsidiary Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of May 23, 2011, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (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 Collateral Agent for the ratable benefit of 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 Collateral 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 a security interest in all of the Grantor's right, title and interest in and to the Trademarks

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EXECUTION VERSION

(including, without limitation, those items listed on Schedule A hereto) of such Grantor to the Collateral Agent for the ratable benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations.

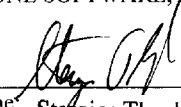
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the 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: **Storgios Theologides**
Title: **SVP and General Counsel**
Date: **6/21/11**

BANK OF AMERICA, N.A.
as Collateral Agent for the Secured Parties

By: _____
Name:
Title:
Date:

[Trademark Security Agreement]

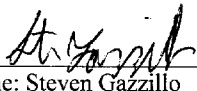
EXECUTION VERSION

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:

BANK OF AMERICA, N.A.
as Collateral Agent for the Secured Parties

By:  _____
Name: Steven Gazzillo
Title: Vice President
Date: June 22, 2011

[Trademark Security Agreement]

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

| Registered Holder | App./Reg. No. | Trademark |
|--------------------------|----------------------|--|
| Atone Software, Inc. | 2883289 | ATONE |
| Atone Software, Inc. | 2940924 | ATONE SOFTWARE & Design ATONE s o f t w a r e |
| Atone Software, Inc. | 3036476 | RIGHT HERE RIGHT NOW |

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