

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIMAL BLUE, LLC		12/28/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Harvest Capital Credit LLC, as Administrative Agent		
Street Address:	450 Park Avenue, Suite 500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3806717	OPTIMAL BLUE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F142854		
NAME OF SUBMITTER:	ANDREW NASH		
Signature:	/ANDREW NASH/		

OP \$40.00 3806717

Date:

12/28/2012

Total Attachments: 6

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SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT

This SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 28, 2012, is entered into by and among **OPTIMAL BLUE, LLC**, a Texas limited liability company (“*Grantor*”) and **HARVEST CREDIT CAPITAL LLC** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Senior Subordinated Guarantee and Collateral Agreement, dated as of December 28, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Senior Subordinated Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantor and certain of the Grantor’s affiliates, and (ii) that certain Senior Subordinated Credit Agreement, dated as of December 28, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Senior Subordinated Credit Agreement*”), between, among others, certain of the Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Senior Subordinated Guarantee and Collateral Agreement or the Senior Subordinated Credit Agreement, as applicable.

WHEREAS, pursuant to the Senior Subordinated Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Senior Subordinated Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Senior Subordinated Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein

would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Senior Subordinated Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Senior Subordinated Guarantee and Collateral Agreement, the provisions of the Senior Subordinated Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Senior Subordinated Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Senior Subordinated Guarantee and Collateral Agreement.

3. Intercreditor Agreement Governs

Notwithstanding any other provision contained herein, this Agreement, the liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the Senior Agent and the Administrative Agent, the provisions of the Intercreditor Agreement shall control. So long as the Senior Agent is acting as bailee and non-fiduciary agent for perfection on behalf of the Administrative Agent pursuant to the terms of the Intercreditor Agreement, any obligation of the Grantors in this Agreement that requires (or any representation or warranty hereunder to the extent that it would have the effect of requiring) delivery of Collateral to, or the possession or control of Collateral with, the Administrative Agent shall be deemed complied with and satisfied (or, in the case of any representation or warranty hereunder, shall be deemed to be true) if such delivery of Collateral is made to, or such possession or control of Collateral is with, the Senior Agent.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND
INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

HARVEST CAPITAL CREDIT LLC,
as Administrative Agent

Address of Assignee:
HARVEST CAPITAL CREDIT LLC,

450 Park Avenue, Suite 500
New York, New York 10022
Attention: Mr. Ryan T. Magee
Email: rmagee@harvestcaps.com

By:

Name:

Title:



RYAN T. MAGEE

DIRECTOR

GRANTOR:

OPTIMAL BLUE, LLC

By: 

Name: Larry Huff

Title: Co-Chief Executive Officer

Address of Grantor:

Optimal Blue, LLC
5601 Democracy Drive
Suite 245
Plano, TX 75024

Signature Page to Senior Subordinated Trademark Security Agreement

TRADEMARK
REEL: 004930 FRAME: 0741

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered United States Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USPTO (United States)	3806717	6/22/2010	Optimal Blue, LLC	Optimal Blue, LLC