

## 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
REQUIRE HOLDINGS, LLC		02/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FARRAGUT MEZZANINE PARTNERS III, LP		
Street Address:	5425 WISCONSIN AVENUE, SUITE 401		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3247240	REQUIRE	
Registration Number:	3247612	[R] REQUIRE	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	AARON PICKELL		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	PATTON BOGGS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	031992.0106		
NAME OF SUBMITTER:	Aaron Pickell		

OP \$65.00 3247240

Signature:	/Aaron Pickell/
Date:	02/19/2014
<b>Total Attachments: 10</b> source=05. Intellectual Property Security Agreement#page1.tif source=05. Intellectual Property Security Agreement#page2.tif source=05. Intellectual Property Security Agreement#page3.tif source=05. Intellectual Property Security Agreement#page4.tif source=05. Intellectual Property Security Agreement#page5.tif source=05. Intellectual Property Security Agreement#page6.tif source=05. Intellectual Property Security Agreement#page7.tif source=05. Intellectual Property Security Agreement#page8.tif source=05. Intellectual Property Security Agreement#page9.tif source=05. Intellectual Property Security Agreement#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of February 10, 2014, by REQUIRE HOLDINGS, LLC, a Delaware limited liability company (the “Debtor”), in favor of FARRAGUT MEZZANINE PARTNERS III, LP, a Delaware limited partnership (together with its successors and assigns, the “Secured Party”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Note Purchase Agreement (defined below).

### RECITALS

**WHEREAS**, pursuant to that certain Note Purchase Agreement, dated as of the date hereof, by and between Debtor and Secured Party (as amended, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), the Secured Party has agreed, subject to the terms and conditions set forth therein, to make certain loans to Debtor; and

**WHEREAS**, it is a condition precedent to the obligation of the Secured Party to execute and perform under the Note Purchase Agreement that the Debtor shall have executed and delivered this IP Security Agreement to Secured Party;

**NOW, THEREFORE**, in consideration of the willingness of Secured Party to enter into the Note Purchase Agreement and to agree, subject to the terms and conditions set forth therein, to make the loans to Debtor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure all of the Obligations under the Note Purchase Agreement, the Debtor hereby grants to the Secured Party a continuing security interest in all of the right, title and interest of the Debtor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property (the “IP Collateral”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Debtor shall, upon request, execute and deliver to the Secured Party an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Secured Party.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, the Debtor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and the Debtor shall give notice thereof in writing to the Secured Party within thirty (30) days of the end of the applicable calendar quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party’s interest therein.

5. Power of Attorney. The Debtor hereby irrevocably grants to the Secured Party a power of attorney, to act as the Debtor’s attorney-in-fact, with full authority in the name, place and stead of the Debtor, from time to time in the Secured Party’s discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Secured Party without first obtaining the Debtor’s approval thereof or signature thereto), but after providing

notice to the Debtor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Debtor after the execution hereof or to delete any reference to any IP Collateral in which the Debtor no longer has or claims any right, title or interest;

(b) To take any action reasonably necessary or advisable to perfect, maintain, or continue the Secured Party's interest in the IP Collateral, including, without limitation, executing and filing any financing statement, any continuation statement or any amendment thereto.

(c) To execute, file and pursue (in the sole discretion of the Secured Party without first obtaining the Debtor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Secured Party's interest or the Debtor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, the Secured Party will not take any actions which result in an assignment or transfer of title of such IP Collateral to the Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, the Secured Party shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Debtors' attorney of record before the United States Patent and Trademark Office;

(d) To execute any document required to acknowledge, register or perfect the interest of the Secured Party in any part of the IP Collateral without the signature of the Debtor unless prohibited by applicable law; and

(e) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as the Secured Party deems to be in the best interest of the Secured Party in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Note Purchase Agreement has been terminated.

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Debtor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Note Purchase Agreement. Upon any such termination, the Secured Party (at the Debtor's request and sole expense) will promptly execute and deliver to the Debtor (with such customary representations and warranties from a secured the Secured Party releasing its lien as the Debtor may reasonably request) such documents as the Debtor may reasonably request and as are provided to the Secured Party to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Debtor and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Note Purchase Agreement and the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Note Purchase Agreement or the other Transaction Documents, the provisions of the Note Purchase Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

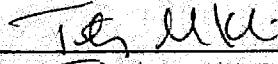
(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE.

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**DEBTORS:**

**REQUIRE HOLDINGS, LLC,**  
a Delaware limited liability company

By:   
Name: Timothy M. Klein  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SECURED PARTY:

**FARRAGUT MEZZANINE PARTNERS III,  
LP,**

a Delaware limited partnership

By: Farragut Capital Partners, LLC,  
its General Partner

By: Farragut Capital Partners, Inc.,  
its Manager

By: \_\_\_\_\_

Name: JAVIER E. AGUIRRE

Title: VICE PRESIDENT



**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights

None.

Pending Copyright Applications

None.

**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents

None.

Pending Patent Applications

<u>Country</u>	<u>National Application No(s).</u>	<u>Filing Date</u>	<u>Title</u>	<u>Priority Date</u>	<u>Status</u>	<u>Patent No.</u>	<u>Comment/Action</u>
U.S.	10/308,268	12/4/2002	Internet Based Release Tracking System	07/30/2002	Pending; On Appeal*	N/A	Issue fee paid; awaiting patent issuance
U.S.	10/630,532	07/30/2003	System and Method for Automated Release Tracking	07/30/2002	Pending; On Appeal	N/A	Response pending; Notice of Allowance anticipated thereafter

\* Issue Notification received 1/29/14.

**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademark Applications

<u>Loan Party</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Mark</u>
reQUIRE Holdings, LLC	3247240	05/29/2007	U.S.	REQUIRE
reQUIRE Holdings, LLC	3247612	05/29/2007	U.S.	[x]require

Pending Trademark Applications

None.

Unregistered Trademarks

None.

## SCHEDULE D

### DOMAIN NAMES

gorequire.com
requirebeta.com
requireinc.com
releasetracking.com
titletracking.com
requirellc.com
thedataswitch.com
gotitleswitch.com
theinfoswitch.com
theinfoswitch.net
thetitleswitch.net
title-switch.net
title-switch.com
titleswtichsolutions.com
titleswitchsolutions.net
titleswitch.com
requirepr.com
require-group.com
myrequire.com
requestpayoff.com
payoffrequest.com
requireconnect.com
reconvyancerequest.com
releaserequest.com
satisfactionrequest.com
requireremit.com
requirerequests.com
requiresecured.com
requireresults.com
requestdemand.com
payoffdemand.com
thetitlestore.com