

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387117

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900366114

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Attorneys' Title Insurance Fund, Inc.		12/12/2015	Corporation: FLORIDA
Attorneys' Title Insurance Fund		12/12/2015	Trust: FLORIDA

RECEIVING PARTY DATA

Name:	Old Republic National Title Insurance Company
Street Address:	3000 Bayport Drive, Suite 1000
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	85142327	THE FUND ASSEMBLY
Serial Number:	85142407	FUND TITLE NOTES
Serial Number:	85364517	FUND TITLE NOTES
Serial Number:	85142357	FUNDNET
Serial Number:	85142298	THE FUND CONCEPT
Serial Number:	85154838	THE FUND CONCEPT
Serial Number:	85141919	THE FUND
Serial Number:	85141932	THE FUND
Serial Number:	85141949	THE FUND
Serial Number:	85141957	THE FUND
Serial Number:	85146217	4REAL
Serial Number:	85146135	ATIDS XE
Serial Number:	85146180	ATIDS XE THE NEXT GENERATION
Serial Number:	85146268	DOUBLE TIME
Serial Number:	85154362	ATIDS
Serial Number:	75419795	NOW YOU KNOW

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Property Type	Number	Word Mark
Serial Number:	75419796	NOW YOU KNOW
Serial Number:	75279225	THE FLORIDA FUND
Serial Number:	85154779	FUND HOME INFO
Serial Number:	85146314	PROPEL
Serial Number:	85154366	FUND ALERT
Serial Number:	85154886	ATIDS
Serial Number:	76102373	ATIDS
Serial Number:	75163094	DOUBLETIME
Serial Number:	75405948	PROPEL
Serial Number:	77494156	ATIDS XE
Serial Number:	85154908	ATIDS XE
Serial Number:	75162602	4REAL
Serial Number:	73750862	THE FUND
Serial Number:	85975517	ATIF
Serial Number:	85289425	ATIF
Serial Number:	85289457	A ATIF
Serial Number:	85975532	A ATIF
Serial Number:	85290082	ATIF CLOSING SOLUTIONS
Serial Number:	85975529	ATIF CLOSING SOLUTIONS
Serial Number:	85975519	ATIF INSURANCE SOLUTIONS
Serial Number:	85975520	ATIF INSURANCE SOLUTIONS
Serial Number:	85290088	ATIF INSURANCE SOLUTIONS
Serial Number:	85340969	ATTORNEYS HELPING ATTORNEYS

CORRESPONDENCE DATA

Fax Number: 8132294133

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 813-223-7000

Email: trademarks@carltonfields.com

Correspondent Name: William G. Giltinan, Carlton Fields

Address Line 1: PO Box 3239

Address Line 4: Tampa, FLORIDA 33601-3239

ATTORNEY DOCKET NUMBER: 53679/35408

NAME OF SUBMITTER: William G. Giltinan

SIGNATURE: /William G. Gitlinan/

DATE SIGNED: 06/08/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into effective as of the 12th day of ~~December~~ 2015 ("Assignment Effective Date"), by and among Old Republic National Title Insurance Company, a Florida insurance corporation ("ORNTIC"), Attorneys' Title Insurance Fund, Inc. ("ATIF"), and Attorneys' Title Insurance Fund, a Florida Business Trust ("Fund Trust"). ORNTIC, ATIF, and Fund Trust may each be referred to herein as a "Party" or may be referred to jointly as the "Parties."

WHEREAS, the Parties entered into a certain Master Agreement dated ~~November 12th~~ ^{December} 2015 (the "Master Agreement"), under which, among other terms and conditions, certain Parties conveyed certain assets, including without limitation certain intellectual property rights and assets, to other Parties; and

WHEREAS, the Parties are required to execute and deliver this Assignment as a condition of closing pursuant to the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all Parties, subject to the terms and conditions of the Master Agreement, the Parties hereby agree as follows:

1.0 Unless otherwise defined herein, terms defined in the Master Agreement and used herein have the meaning given to them in the Master Agreement.

2.0 "Transferred IP" means

(i) all common law and registered trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers owned (in whole or in part) by ATIF or Fund Trust or used by ATIF anywhere in the world (the "Marks"), together with all registrations and applications, and goodwill associated with any of the foregoing, and including, without limitation, all trademarks, service marks, names, identifiers, applications and registrations listed on Exhibit A attached hereto;

(ii) all domain names and social media identifiers that incorporate, in whole or in part, or are confusingly similar with, the Marks and all goodwill associated therewith (the "Domains"), together with all advertising keyword rights associated with any such Domains;

(iii) all software (including without limitation all source code, object code, databases and related documentation), websites (including without limitation all static web content, source code and object code used to generate, format, or deliver content through a website and all databases used by any of the foregoing), all "apps" and related software and content adapted for use on mobile devices, and all databases (including without limitation all source code, object code, databases and related documentation), owned (in whole or in part) by ATIF or Fund Trust and used by Attorneys' Title Fund

Services, LLC (ATFS) (the "Software") and all copies thereof, including without limitation all copyrights, performance rights, attribution rights, and moral rights or waivers of moral rights relating thereto, and all registrations and applications relating thereto including without limitation those listed on Exhibit A attached hereto;

(iv) all rights in and to all works of authorship not included in the Software that are, owned (in whole or in part) by ATIF or Fund Trust, (the "Works") and all copies thereof, including without limitation all copyrights, performance rights, attribution rights, and moral rights or waivers of moral rights relating thereto, and all registrations and applications relating thereto including without limitation those listed on Exhibit A attached hereto;

(v) all ideas, processes, inventions, trade secrets, or improvements, whether patentable or not and whether secret or not, owned (in whole or in part) by ATIF or Fund Trust (the "Inventions");

(vi) all waivers, consents, and licenses (express or implied) to copy, publish, perform, make derivatives from, or otherwise license, transfer, use or exploit any portion of any of the Marks, Domains, Software, Works or Inventions in any way and in any geographic territory;

(vii) all proceeds, products, rents and profits of or from any and all of the foregoing Marks, Domains, Software, Works and Inventions; and

(viii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing anywhere in the world.

3.0 Assignment. ATIF and Fund Trust (jointly "Assignors") hereby perpetually and irrevocably transfer contribute, grant, sell, conveys, assign, release, and deliver to ORNTIC ("Assignee") any and all right, title and interest in and to the Transferred IP, and any derivative works, modifications, or improvements thereof, that Assignors have or may have throughout the world.

4.0 Assignors agree to cooperate with Assignee upon Assignee's request, and for no additional consideration, to perfect, secure, register, record, and otherwise document Assignee's rights to the Transferred IP, including, without limitation, executing such separate assignments, certifications, and other documents as Assignee may deem necessary or desirable.

5.0 To the extent any separate assignments are executed and/or recorded in connection with any Transferred IP, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described in this Assignment and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

6.0 Assignors hereby authorize Assignee, its successors and assigns, to take any appropriate action in connection with Transferred IP, in the name of the Assignor.

7.0 Assignors agree to take no position, and to assert no claim, adverse or contrary to Assignee or ATFS with respect to any use, application to register, registration, license, derivative, improvement, or assignment of any Transferred IP.

8.0 To the maximum extent permitted by applicable law, assignors hereby waive, and agree to waive in the future, on behalf of themselves, their owners, their subsidiaries, their affiliates, their officers and their employees, all moral rights, attribution rights or similar rights related to the Transferred IP.

9.0 To the maximum extent permitted by applicable law, Assignors agree not to challenge, or assist any third party in challenging, the validity or enforceability of any Transferred IP.

10.0 Miscellaneous Terms.

(i) The provisions, terms, and conditions of the Master Agreement and this Assignment represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, documents, negotiations, and/or discussions (whether oral or written) between the Parties. No supplement, amendment, or modification to this Assignment shall be valid, enforceable, or binding upon the Parties unless made in writing and signed by an authorized representative of all Parties.

(ii) The assignments and transfers of rights under Section 3.0 (Assignment) of this Assignment by Assignor shall be effective as of the Assignment Effective Date and irrevocable. The term of the remaining provisions of this Assignment shall be twenty (20) years from the Assignment Effective Date.

(iii) Assignors may not assign, transfer, charge or otherwise deal with Assignors' obligations under this Assignment without the prior written consent of Assignee. Assignors further agree that Assignee may freely assign or transfer this Assignment and any rights and duties it has hereunder and that all Assignors' obligations and duties under this Assignment shall inure to the benefit of the successors and assigns of Assignee and shall be binding upon Assignors' heirs, assigns, administrators and representatives.

(iv) In the event any one or more of the provisions of this Assignment shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Assignment shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held. To the extent reasonably possible and practicable, the invalid, void, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable valid, legal, and enforceable provision(s) which best reflects the Parties' intentions underlying the replaced invalid, void, illegal, or unenforceable provision(s).

(v) The failure of any Party to insist upon the performance of any obligations, terms, or conditions of this Assignment, to exercise any right or privilege conferred hereunder, or to enforce any remedies or penalties resulting from any breach hereof, shall

not be construed as a waiver of any such obligations, terms, conditions, rights, privileges, remedies, or penalties. No obligation, term, condition, right, privilege, remedy, or penalty shall be deemed waived, and no breach of this Assignment shall be deemed consented to, unless and until such waiver or consent is specifically expressed in a writing signed by the Party claimed to have so waived or consented. No such written waiver shall constitute a waiver of any other obligation, term, condition, right, privilege, remedy, or penalty hereunder, and no such written consent shall constitute a consent to any other breach hereof.

(vi) This Assignment, and any amendments hereto, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. Each Party hereby submits itself for the sole purpose of this Assignment and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Florida, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. Each Party agrees to comply with any and all applicable laws, statutes, rules, and regulations with respect to its respective obligations and performance under this Assignment.

(vii) The headings of the sections in this Assignment are for the purposes of convenient reference only and are not intended to be part of this Assignment, or to limit or affect the meaning or interpretation of any of the terms hereof.

(viii) This Assignment may be recorded in unredacted form in the United States Patent and Trademark Office, the United States Copyright Office, or in any other governmental agency or record that Assignee deems prudent or necessary and no such recording shall be deemed or treated as a breach of any confidentiality or nondisclosure right or agreement among or between any of the Parties.

(ix) This Assignment may be executed in one or more counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Assignment.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective duly authorized officers or agents as of the date first set forth above.

ATTEST:

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

By: W. V. Lee

By: [Signature]

ATTEST:

ATTORNEYS' TITLE INSURANCE FUND,
INC.

By: Gayathri Reddy

By: [Signature]

ATTEST

ATTORNEYS' TITLE INSURANCE FUND,
A FLORIDA BUSINESS TRUST

By: Gayathri Reddy

By: [Signature]

Exhibit A – Applications and Registrations

MARKS:

Mark	CNTRY	Application #	File Date	Reg Date	Registration #
THE FUND ASSEMBLY	US	85/142,327	09/30/2010	11/08/2011	4,051,858
FUND TITLE NOTES	US	85/142,407	09/30/2010	11/22/2011	4,058,601
FUND TITLE NOTES	US	85/364,517	07/06/2011	05/01/2012	4,134,450
FUNDNET	US	85/142,357	09/30/2010	11/08/2011	4,051,859
THE FUND CONCEPT	US	85/142,298	09/30/2010	10/18/2011	4,040,776
THE FUND CONCEPT	US	85/154,838	10/18/2010	11/08/2011	4,051,920
THE FUND	US	85/141,919	09/30/2010	11/27/2012	4,250,567
THE FUND	US	85/141,932	09/30/2010	11/22/2011	4,058,595
THE FUND	US	85/141,949	09/30/2010	11/08/2011	4,051,849
THE FUND	US	85/141,957	09/30/2010	11/08/2011	4,051,850
4REAL (stylized and/or with design)	US	85/146,217	10/06/2010	06/07/2011	3,973,742
ATIDS XE (stylized and/or with design)	US	85/146,135	10/06/2010	11/08/2011	4,051,890
ATIDS XE THE NEXT GENERATION (stylized and/or with design)	US	85/146,180	10/06/2010	11/08/2011	4,051,891
DOUBLE TIME (stylized and/or with design)	US	85/146,268	10/06/2010	11/22/2011	4,058,639
ATIDS (stylized and/or with design)	US	85/154,362	10/16/2010	11/15/2011	4,055,132
NOW YOU KNOW	US	75/419,795	01/20/1998	06/22/1999	2,255,172
NOW YOU KNOW	US	75/419,796	01/20/1998	05/25/1999	2,247,466
THE FLORIDA FUND	US	75/279,225	04/22/1997	06/08/1999	2,252,081
FUND HOME INFO	US	85/154,779	10/18/2010	11/01/2011	4,048,010
PROPEL (stylized and/or with design)	US	85/146,314	10/06/2010	11/22/2011	4,058,642
FUND ALERT	US	85/154,366	10/16/2010	11/08/2011	4,051,918
ATIDS	US	85/154,886	10/18/2010	11/08/2011	4,051,921
ATIDS	US	76/102,373	08/03/2000	11/27/2001	2,512,216
DOUBLETIME	US	75/163,094	09/09/1996	04/28/1998	2,154,279
PROPEL	US	75/405,948	12/16/1997	04/10/2001	2,442,995
ATIDS XE	US	77/494,156	06/09/2008	09/29/2009	3,690,277
ATIDS XE	US	85/154,908	10/18/2010	11/08/2011	4,051,922
4REAL	US	75/162,602	09/09/1996	04/17/2001	2,444,622
THE FUND (stylized and/or with design)	US	73/750,862	09/09/1988	09/11/1990	1,613,190

REGISTERED SOFTWARE AND WORKS:

Owner	Work	Reg. No.	Reg. Year
Attorneys' Title Insurance Fund, Inc.	ATIDS Mainframe Source Code + JCL.	TXu001743448	2011
Attorneys' Title Insurance Fund, Inc.	DoubleTime Source Code.	TXu001758854	2011
Attorneys' Title Insurance Fund, Inc.	Fund Procedures Handbook.	TX0007357682	2009
Attorneys' Title Insurance Fund, Inc.	Fund Procedures Handbook.	TX0007357464	2007
Attorneys' Title Insurance Fund, Inc.	Fund Title Notes.	TX0007404737	2009
Attorneys' Title Insurance Fund, Inc.	MGA Source Code.	TXu001737147	2011

UNREGISTERED SOFTWARE AND WORKS:

Work/Software
Title Plant and all software, data, documentation relating thereto, and all copies thereof.