

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392316

| | | | |
|---|-------------------------------------|------------------------|-------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900369885 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OPTIMAL BLUE, LLC | | 07/01/2016 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | NXT CAPITAL, LLC, AS AGENT | | |
| Street Address: | 191 NORTH WACKER DRIVE, 30TH FLOOR | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3806717 | OPTIMAL BLUE | |
| Registration Number: | 4525269 | OPTIMAL BLUE ADVANTAGE | |
| Registration Number: | 4782821 | OPTIMAL BLUE INSIGHT | |
| Serial Number: | 86638129 | MORTGAGEME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <i>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.</i> | | | |
| Phone: | 3125778265 | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic C/O Katten | | |
| Address Line 1: | 525 W Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 342663-153 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |
| SIGNATURE: | /Kristin Brozovic/ | | |
| DATE SIGNED: | 07/22/2016 | | |

Total Attachments: 7

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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM389977

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|---|------------------------------------|------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OPTIMAL BLUE, LLC | | 07/01/2016 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | NXT CAPITAL, LLC, AS AGENT | | |
| Street Address: | 191 NORTH WACKER DRIVE, 30TH FLOOR | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3806717 | OPTIMAL BLUE | |
| Registration Number: | 4525269 | OPTIMAL BLUE ADVANTAGE | |
| Registration Number: | 4782821 | OPTIMAL BLUE INSIGHT | |
| Serial Number: | 86638129 | MORTGAGEME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <i>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.</i> | | | |
| Phone: | 3125778265 | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic C/O Katten | | |
| Address Line 1: | 525 W Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 342663-153 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |
| SIGNATURE: | /Kristin Brozovic/ | | |
| DATE SIGNED: | 07/01/2016 | | |
| Total Attachments: 5 | | | |
| source=Optimal Blue - Trademark Security Agreement (executed)#page1.tif | | | |

CH \$115.00 3806717

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2016, is made by OPTIMAL BLUE, LLC, a Texas limited liability company (the “Grantor”), in favor of NXT Capital, LLC (“NXT”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and NXT, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of July 1, 2016, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks , IP Licenses and the Closing Date License subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OPTIMAL BLUE, LLC, a Texas limited liability company,

as Grantor

By: 

Name: Scott Happ


Title: President, Chief Executive Officer, Vice
President and Treasurer

Trademark Security Agreement (Optimal Blue)

TRADEMARK
REEL: 005828 FRAME: 0606

ACCEPTED AND AGREED
as of the date first above written:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Erik Van Vuren
Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

| Mark | Serial No./ Filing Date | Registration No./ Registration Date | Status | Current Owner of Record |
|------------------------|----------------------------|--|------------|-------------------------|
| OPTIMAL BLUE | 77861455 10/30/2009 | 3806717 6/22/2010 | Registered | Optimal Blue, LLC |
| OPTIMAL BLUE ADVANTAGE | 86054126 9/3/2013 | 4525269 5/6/2014 | Registered | Optimal Blue, LLC |
| OPTIMAL BLUE INSIGHT | 86195206 2/17/2014 | 4782821 2/17/2014 | Registered | Optimal Blue, LLC |

2. TRADEMARK APPLICATIONS

| Mark | Serial No./ Filing Date | Status | Current Owner of Record |
|------------|----------------------------|---------|-------------------------|
| MORTGAGEME | 86638129 5/21/2015 | Pending | Optimal Blue, LLC |

3. IP LICENSES

None.