

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hanna Holdings, Inc.		06/29/2016	Corporation: PENNSYLVANIA
Howard Hanna Company		06/29/2016	Corporation: PENNSYLVANIA
Howard Hanna Insurance Services, Inc.		06/29/2016	Corporation: PENNSYLVANIA
Smythe, Cramer Co.		06/29/2016	Corporation: OHIO
William E. Wood & Associates, Inc.		06/29/2016	Corporation: VIRGINIA
The Edward Surovell Company		06/29/2016	Corporation: MICHIGAN
Barrister's Land Abstract Co.		06/29/2016	Corporation: PENNSYLVANIA
Barristers of Ohio, LLC		06/29/2016	Limited Liability Company: OHIO
Bayard Crossings Corporation		06/29/2016	Corporation: PENNSYLVANIA
Howard Hanna Real Estate Associates, LLC		06/29/2016	Limited Liability Company: PENNSYLVANIA
HHRE Associates, Inc.		06/29/2016	Corporation: PENNSYLVANIA
William E. Wood, Inc.		06/29/2016	Corporation: VIRGINIA
Heritage Title, Ltd.		06/29/2016	Corporation: VIRGINIA
One Cavo, LLC		06/29/2016	Limited Liability Company: PENNSYLVANIA
Langholz Wilson Ellis, Inc.		06/29/2016	Corporation: PENNSYLVANIA
John T. Nothnagle, Inc.		06/29/2016	Corporation: NEW YORK
Howard Hanna Michigan Insurance Services, Inc.		06/29/2016	Corporation: MICHIGAN
Howard Hanna New York Insurance Services, Inc.		06/29/2016	Corporation: NEW YORK
Howard Hanna North Carolina Insurance Services, Inc.		06/29/2016	Corporation: NORTH CAROLINA
Howard Hanna Virginia Insurance Services, Inc.		06/29/2016	Corporation: VIRGINIA
Realty USA Capital, Inc.		06/29/2016	Corporation: NEW YORK
Realty USA CNY, Inc.		06/29/2016	Corporation: NEW YORK
Realty USA S. Tier, Inc.		06/29/2016	Corporation: NEW YORK
Realty USA WNY, Inc.		06/29/2016	Corporation: NEW YORK
U.S.A. Referrals, Inc.		06/29/2016	Corporation: NEW YORK
TRADEMARK			

CH \$140.00 2531196

Name	Formerly	Execution Date	Entity Type
Bulls Midco, Inc.		06/29/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	300 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2531196	HOWARD HANNA
Registration Number:	2381125	HOWARD HANNA
Registration Number:	3475137	HOWARD HANNA
Registration Number:	2935795	SMYTHE, CRAMER CO.
Registration Number:	2950917	REALTY USA.COM

CORRESPONDENCE DATA

Fax Number: 4125621041
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: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-302957
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	07/06/2016

Total Attachments: 21
source=pnc-hanna holdings#page1.tif
source=pnc-hanna holdings#page2.tif
source=pnc-hanna holdings#page3.tif
source=pnc-hanna holdings#page4.tif
source=pnc-hanna holdings#page5.tif
source=pnc-hanna holdings#page6.tif
source=pnc-hanna holdings#page7.tif
source=pnc-hanna holdings#page8.tif

source=pnc-hanna holdings#page9.tif
source=pnc-hanna holdings#page10.tif
source=pnc-hanna holdings#page11.tif
source=pnc-hanna holdings#page12.tif
source=pnc-hanna holdings#page13.tif
source=pnc-hanna holdings#page14.tif
source=pnc-hanna holdings#page15.tif
source=pnc-hanna holdings#page16.tif
source=pnc-hanna holdings#page17.tif
source=pnc-hanna holdings#page18.tif
source=pnc-hanna holdings#page19.tif
source=pnc-hanna holdings#page20.tif
source=pnc-hanna holdings#page21.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), is executed on June 29, 2016 to be effective as of June 30, 2016 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "**Pledgor**" and collectively, the "**Pledgors**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among HANNA HOLDINGS, INC., a Pennsylvania corporation (the "**Borrower**"), the Guarantors now or hereafter party thereto (the "**Guarantors**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement; and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code defined in the Credit Agreement.

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "**Secured Obligations**" shall mean any indebtedness, expenses, obligation or liability of any of the Loan Parties, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, (whether such obligation or liability is due or shall become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document with respect to any default under any of

the obligations) under or in connection with (i) this Agreement, the Notes, the Administrative Agent's Letter, or any other Loan Document whether to the Administrative Agent, any of the Lenders or their Affiliates or other persons provided for under such Loan Documents, in each case, (ii) any Lender Provided Interest Rate Hedge, and (iii) any Other Lender Provided Financial Service Product, (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of this Agreement or any other Loan Document pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgors or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding). Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Hedge Liabilities

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor; or (ii) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full, each Commitment has been terminated and any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products has expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before Payment In Full of all of the Secured Obligations and expiration of termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt

notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Administrative agent or any right of Pledgor which cannot be waived under Section 9-602 of the Uniform Commercial Code or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. Upon Payment In Full of all of the Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products,

this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Except to the extent not material to its business, each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment In Full of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except to the extent not material to its business, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall in accordance with Section 10, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 27 hereof (and to the extent not inconsistent with applicable federal and state Laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state Laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state Laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 28 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal Laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the Law of a jurisdiction other than the Commonwealth of Pennsylvania.

20. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN ALLEGHENY COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR

PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN SECTION 20. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

22. Each Pledgor hereby appoints the process agent identified below (the "**Process Agent**") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to the Administrative Agent or any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 22. The Process Agent is the Borrower with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

23. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

24. EACH PLEDGOR HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PLEDGOR HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PLEDGORS HERETO HAVE BEEN INDUCED TO ENTER INTO THIS

AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

25. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

26. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights; (b) to receive the various notifications such Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact; and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

27. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

28. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

29. Power of Attorney. The Pledgors acknowledge and agree that (a) this Agreement contains one or more provisions authorizing the Administrative Agent to act as the Pledgors' attorney-in-fact or agent (collectively the "**Power of Attorney**"), (b) the purpose of the Power of Attorney is to give the broad powers to (i) preserve, perfect and continue perfected the Administrative Agent's security interest in the Collateral as described in Section 8 herein and (ii) enforce the other rights and remedies pursuant to Section 26 hereof, (c) the Power of Attorney is

coupled with an interest and, as such, the Administrative Agent, in exercising any of its rights under the Power of Attorney is not a fiduciary of the Pledgors. Each Pledgor further acknowledges and agrees that (a) the Administrative Agent may exercise any of its rights under the Power of Attorney for the sole benefit of the Administrative Agent and the Lenders, without regard to the interests of the Pledgors, but only within context of the rights granted to Administrative Agent and for the benefit of Administrative Agent to the extent of the Administrative Agent's interest under the Loan Documents, (b) the Power of Attorney shall in no way be construed as to benefit the Pledgors, (c) the Administrative Agent shall have no duty to exercise any powers granted by the Power of Attorney for the benefit of the Pledgor or in the Pledgors' best interest, (d) the Administrative Agent shall have no duty of loyalty to the Pledgors, and (e) the Administrative Agent shall, to the extent exercisable, exercise any and all powers granted by the Power of Attorney solely for the benefit of Administrative Agent and the Lenders but only within the context of the rights granted to Administrative Agent and for the benefit of Administrative Agent to the extent of Administrative Agent's interest under the Loan Documents. Each Pledgor further acknowledges and agrees that any rights any Pledgor may have under 20 Pa.C.S. §§ 5601 - 5612, as amended (the "**POA Act**") are hereby forever waived and relinquished. Without limiting the generality of the foregoing, (i) the Power of Attorney shall not be construed in accordance with the provisions of the POA Act, and (ii) the Administrative Agent shall have none of the duties described in 20 Pa.C.S. § 5601.3(b). **THE POWER OF ATTORNEY IS IRREVOCABLE AND EACH PLEDGOR HAS READ AND UNDERSTANDS THE POWER OF ATTORNEY.**

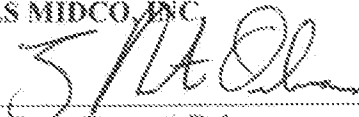
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written as a document under seal.

PLEDGORS:

HANNA HOLDINGS, INC.
HOWARD HANNA COMPANY
HOWARD HANNA INSURANCE SERVICES, INC.
SMYTHE, CRAMER CO.
WILLIAM E. WOOD & ASSOCIATES, INC.
THE EDWARD SUROVELL COMPANY
BARRISTER'S LAND ABSTRACT CO.
BARRISTERS OF OHIO, LLC
BAYARD CROSSINGS CORPORATION
HOWARD HANNA REAL ESTATE ASSOCIATES, LLC
HIRE ASSOCIATES, INC.
WILLIAM E. WOOD, INC.
HERITAGE TITLE, LTD.
ONE CAVO, LLC
LANGHOLZ WILSON ELLIS, INC.
JOHN T. NOTHNAGLE, INC.
HOWARD HANNA MICHIGAN INSURANCE SERVICES, INC.
HOWARD HANNA NEW YORK INSURANCE SERVICES, INC.
HOWARD HANNA NORTH CAROLINA INSURANCE
SERVICES, INC.
HOWARD HANNA VIRGINIA INSURANCE SERVICES, INC.
REALTY USA CAPITAL, INC.
REALTY USA CNY, INC.
REALTY USA S. TIER, INC.
REALTY USA WNY, INC.
U.S.A. REFERRALS, INC.
BULLS MIDCO, INC.

By:  (SEAL)

Name: Tracy Rossetti-Delvaux

Title: Treasurer of each of the above entities

[ACKNOWLEDGEMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

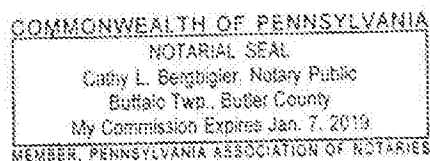
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this, the 20th day of JUN 2016, before me, the undersigned officer, personally appeared Tracy Rossetti-Delvaux who acknowledged herself to be the Treasurer of each of the above entities and that she as such Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of each corporation by herself as Treasurer and further acknowledged that she executed the same on behalf of each corporation with the knowledge and intent that the foregoing instrument contains a grant by each corporation of one or more powers of attorney.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Cathy L. Bengtigier
Notary Public

My Commission Expires: 1/7/19



[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

SUROVELL SETTLEMENT & TITLE AGENCY, LLC
HANNA RELOCATION ASSOCIATES, INC.

By: [Signature] (SEAL)
Name: Tracy Rossetti-Delvaux
Title: Authorized Representative of each of the above entities

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

On this, the 21st day of JUNE, 2016, before me, the undersigned officer, personally appeared Tracy Rossetti-Delvaux who acknowledged herself to be the Authorized Representative of each of the above entities and that she as such Authorized Representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of each corporation by herself as Authorized Representative and further acknowledged that she executed the same on behalf of each corporation with the knowledge and intent that the foregoing instrument contains a grant by each corporation of one or more powers of attorney.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

My Commission Expires: 1/7/19

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cathy L. Bergbiger, Notary Public
Buffalo Twp., Butler County
My Commission Expires Jan. 7, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 

Name: Joseph Pascarella

Title: Vice President

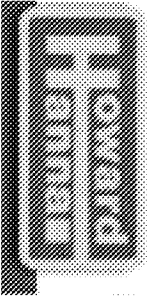
**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
LIST OF REGISTERED PATENTS,
TRADEMARKS, TRADE NAMES AND COPYRIGHTS**

Hanna Holdings, Inc.

U.S. Trademark Portfolio

Mark	Country	File Date	Reg. No.	Reg. Date	Goods/Services	Owner
HOWARD HANNA	United States	27-Aug-1999	2,531,196	22-Jan-2002	IC036: Financial services, namely mortgage lending and insurance brokerage in the field of homeowners, flood coverage, vacant homes, mine subsidence, scheduled personal valuable items, auto, watercraft, recreation vehicles, life, disability, health, mortgage protection, commercial and business interruption insurances as well as personal and business umbrellas; mortgage lending	Hanna Holdings, Inc. 119 Gamma Drive Pittsburgh, PA 15238
HOWARD HANNA	United States	30-Jun-1999	2,381,125	29-Aug-2000	IC036: Real estate services, namely, brokerage appraisal, household relocation services, management, and closings IC041: Educational services, namely conducting classes, seminars,	Hanna Holdings, Inc. 119 Gamma Drive Pittsburgh, PA 15238

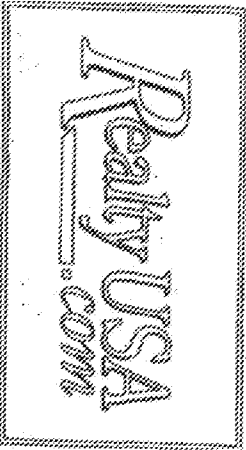
						conferences, and workshops in the field of real estate brokerage, real estate appraisal, and real estate management	
					IC042: Title searching		

Mark	Country	File Date	Reg. No.	Reg. Date	Goods/Services	Owner
	United States	7-Aug-2007	3,475,137	29-Jul-2008	<p>IC035: US 100 101 102: G&S Relocation services</p> <p>IC036: Financial services, namely mortgage lending and insurance brokerage in the field of homeowners, flood coverage, vacant homes, mine subsidence, scheduled personal valuable items, auto, watercraft, recreation vehicles, life, disability, health, mortgage protection, commercial and business interruption insurances as well as personal and business umbrellas; mortgage lending; Real estate services, namely, brokerage, appraisal, household relocated services, management, and closings</p> <p>IC037: Land development services, namely, planning, laying out and construction management for property owners and developers</p> <p>IC041: Educational services, namely conducting classes, seminars, conferences, and workshops in the field of real estate brokerage, real estate appraisal, and real estate management</p> <p>IC042: Title searching</p>	<p>Hanna Holdings, Inc. 119 Gamma Drive Pittsburgh, PA 15238</p>

--	--	--	--	--	--	--	--	--	--

IC042, US 100 101 G&S: Real estate
closing services

Mark	Country	File Date	Reg. No.	Reg. Date	Goods/Services	Owner
SMYTHE, CRAMER CO.	United States	1-Oct-2003	2,935,795	29-Mar-2005	<p>IC035, US 100 101 102 G&S: Real estate marketing services, namely, on-line services featuring tours of residential and commercial real estate, promoting the goods and services of homeowners and builders through radio commercials and television home shows, conducting trade shows in the field of housing and distribution of printed promotions in newspapers and trade magazines</p> <p>IC036, US 100 101 102 G&S: Real estate</p> <p>IC042, US 100 101 107 G&S: Educational services</p> <p>IC042, US 100 101 G&S: Title searching</p> <p>FIRST USE: 19980300: FIRST USE IN COMMERCE: 1998-0300</p>	<p>Smythe, Cramer Co. P.O. Box 318006 Cleveland, OH 44131-8006</p>

Mark	Country	File Date	Reg. No.	Reg. Date	Goods/Services	Owner
	United States	March 7, 2003	2,950,917	May 17, 2005	ICO36 US 100, 101, 102 Providing information in the field of real estate by means of a global computer network: real estate agencies, real estate brokerage	Realty USA Capital District Agency, Inc. (Realty USA Capital, Inc.) Northway 10 Executive Park PO Box 402 Clifton Park, NY 12065

TRADEMARK

**Smythe, Cramer CO.
U.S. Copyrights**

Authorship / Claimant	Title	Creation Date	Copyright Number
Smythe, Cramer Company	Fine Ohio Homes	1985	CSN0058962
Smythe, Cramer Company	Fine Ohio Homes	1984	CSN0058962
Smythe, Cramer Company	A Guide for Living in Northeastern Ohio	1986	TX0002040248
Smythe Cramer Co.	Smythe Cramer Theme	1981	Pat001369924
Smythe-Cramer Company / Bristol Valley Communications, Inc.	The Sunday Showcase of Homes	1989	PA0000431547