

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Knight IP Holding Company, LLC		08/04/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. as Administrative Agent		
Street Address:	10 S. DEARBORN		
Internal Address:	L2 FLOOR, IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4126443	RELATIONSHIPS FOR LIFE	
Registration Number:	3658864	YOUR PROCESS. OUR INNOVATION.	
Registration Number:	3669946	MO MOVATION	
Registration Number:	3669932	MOTIVITY SOLUTIONS	
Registration Number:	3667211	MO	
Registration Number:	3669933	MOVATION	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4790		
Email:	IPTEAM@NATIONALCORP.COM		
Correspondent Name:	PAUL TATE		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164702		
NAME OF SUBMITTER:	Theresa Volano		

OP \$165.00 4126443

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/05/2016
Total Attachments: 7 source=#88745081v1 - (JPM Black Knight Motivity Trademark Filing)#page2.tif source=#88745081v1 - (JPM Black Knight Motivity Trademark Filing)#page3.tif source=#88745081v1 - (JPM Black Knight Motivity Trademark Filing)#page4.tif source=#88745081v1 - (JPM Black Knight Motivity Trademark Filing)#page5.tif source=#88745081v1 - (JPM Black Knight Motivity Trademark Filing)#page6.tif source=#88745081v1 - (JPM Black Knight Motivity Trademark Filing)#page7.tif source=#88745081v1 - (JPM Black Knight Motivity Trademark Filing)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 4, 2016, (this “Agreement”), by Black Knight IP Holding Company, LLC a Delaware limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A. as administrative agent and collateral agent (in such capacity, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of May 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit and Guaranty Agreement, dated as of May 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, Black Knight InfoServ, LLC, a Delaware limited liability company (the “Borrower”), Black Knight Financial Services, LLC, a Delaware limited liability company (“Holdings”), the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (collectively, the “Lenders” and each a “Lender”), JPMorgan Chase Bank, N.A., as Administrative Agent, Swingline Lender and L/C Issuer and Bank of America, N.A. as a Swing Line Lender and L/C Issuer. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Trademarks, including the Trademark registrations and applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office and all Exclusive Copyright Licenses, in each case, listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Release of Security Interest.** At such time as all of the Secured Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral.

SECTION 5. **Authorization.** Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks and the United States Copyright Office each record this Intellectual Property Security Agreement.

SECTION 6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. **Conflicts.** Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

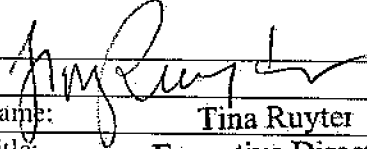
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLACK KNIGHT IP HOLDING COMPANY, LLC

By: 
Name: Michael L. Gravelle
Title: Executive Vice President, General Counsel and
Corporate Secretary



ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as Administrative Agent	
By:	
Name:	Tina Ruyter
Title:	Executive Director

{Signature Page to Intellectual Property Security Agreement}

SCHEDULE I

REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
RELATIONSHIPS FOR LIFE	4126443	4/10/2012	Black Knight IP Holding Company, LLC
YOUR PROCESS. OUR INNOVATION.	3658864	7/21/2009	Black Knight IP Holding Company, LLC
MO MOVATION 	3669946	8/18/2009	Black Knight IP Holding Company, LLC
MOTIVITY SOLUTIONS	3669932	8/18/2009	Black Knight IP Holding Company, LLC
MO 	3667211	8/11/2009	Black Knight IP Holding Company, LLC
MOVATION	3669933	8/18/2009	Black Knight IP Holding Company, LLC

SCHEDULE II

PATENTS

Patent	Application No.	Application Date	Patent No. (Pub. No.)	Reg. Date (Pub. Date)
SERVER HIERARCHICAL STRUCTURE ON USER-AGENTS	13/198,623	8/4/2011	8,595,291	11/26/2013

PATENT APPLICATIONS

None

Schedule II

SCHEDULE III

REGISTERED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES:

None.

Schedule III

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RECORDED: 08/05/2016

**TRADEMARK
REEL: 005847 FRAME: 0698**