

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stewart Lender Services, Inc.		12/31/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	AMC Diligence, LLC		
Street Address:	630 Third Ave, Ste 1601		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3617588	QUIC	
CORRESPONDENCE DATA			
Fax Number:	8322182405		
<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:	7134793019		
Email:	dsaunders@stewart.com		
Correspondent Name:	Denise Saunders		
Address Line 1:	1980 Post Oak Blvd, Ste 710		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	J. Allen Berryman		
SIGNATURE:	/J. Allen Berryman/		
DATE SIGNED:	02/06/2017		
Total Attachments: 7			
source=QUIC Assignment to AMC_signed#page1.tif			
source=QUIC Assignment to AMC_signed#page2.tif			
source=QUIC Assignment to AMC_signed#page3.tif			
source=QUIC Assignment to AMC_signed#page4.tif			
source=QUIC Assignment to AMC_signed#page5.tif			
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OP \$40.00 3617588

EXHIBIT B-1

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") dated as of December 31, 2016, is made by and between **AMC DILIGENCE, LLC**, a Delaware limited liability company ("Assignee"), and **STEWART LENDER SERVICES, INC.**, a Texas corporation ("Assignor") pursuant to that certain Asset Purchase Agreement, dated of even date herewith, by and between Buyer and Seller (as may be amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, being incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor's right, title and interest in and to the following, in each case to the extent included in the Technology Assets (collectively, the "Intellectual Property Assets"):

(a) all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");

(b) all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

(d) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(e) all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of

Assignor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the "Trademarks");

(f) all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "Mask Works");

(g) all internet websites and internal domain names, including, without limitation, those set forth on **Exhibit B** attached hereto (collectively, the "Domain Names");

(h) all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses");

(j) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

(k) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Law; Dispute Resolution. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.09 of the Purchase Agreement.

4. Further Assurances. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other

documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

5. Entire Agreement. This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

6. Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Recitals. The recitals in the preamble of this Agreement are hereby incorporated by reference into this Agreement in their entirety.

8. Counterparts. This Agreement may be executed in two or more counterparts, any of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. Severability. If any term or other provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement by their duly authorized officers as of the day and year first above written.

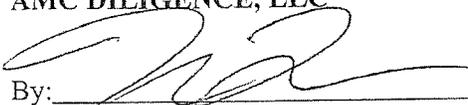
ASSIGNOR:

STEWART LENDER SERVICES, INC.

By: _____
Name:
Title:

ASSIGNEE:

AMC DILIGENCE, LLC

By:  _____
Name: Michael Franco
Title: CEO

[Signature Page to Intellectual Property Assignment Agreement]

{4649846: }

TRADEMARK
REEL: 005982 FRAME: 0884

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement by their duly authorized officers as of the day and year first above written.

ASSIGNOR:

STEWART LENDER SERVICES, INC.

By: 
Name: J. Allen Berryman
Title: Vice President - Finance

ASSIGNEE:

AMC DILIGENCE, LLC

By: _____
Name: Michael Franco
Title: CEO

EXHIBIT A

TRADEMARKS

QuiC Trademark USPTO Serial Number 78746892

EXHIBIT B

DOMAIN NAMES

None