

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACCURATE GROUP HOLDINGS, LLC		02/28/2017	Limited Liability Company: DELAWARE
ACCURATE GROUP, LLC		02/28/2017	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	127 Public Square		
<b>Internal Address:</b>	Attention: Laura C. Redinger		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87126958	APPRAISALWORKS	
<b>Serial Number:</b>	87271548	NOTARYWORKS	
<b>Registration Number:</b>	4722696	ARCHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	216-586-3939		
<b>Email:</b>	pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Matthew J. Gherlein		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	601755-185092KEY/ACCURATE		
<b>NAME OF SUBMITTER:</b>	Matthew J. Gherlein		
<b>SIGNATURE:</b>	/Matthew J. Gherlein/		

CH \$90.00 87126958

<b>DATE SIGNED:</b>	03/01/2017
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**Total Attachments: 5**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of February 28, 2017, by each of the undersigned (each individually, a "Grantor" and collectively, the "Grantors"), in favor of KEYBANK NATIONAL ASSOCIATION, as the lender (the "Lender").

**W I T N E S S E T H :**

WHEREAS, the Grantors entered into that certain Financing and Security Agreement, dated as of February 28, 2017, by and among the Grantors, certain of the Grantors' affiliates, and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Financing and Security Agreement");

WHEREAS, each Grantor is required to execute and deliver to the Lender this Trademark Security Agreement pursuant to the Financing and Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Security Agreement.

2. **GRANT OF SECURITY INTEREST.** Each Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any trademarks and applications in connection therewith (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those trademarks and trademark applications set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

3. **FINANCING AND SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance of, not in limitation of, the security interests granted to the Lender pursuant to the Financing and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Financing and Security Agreement, the provisions of the Financing and Security Agreement shall control.

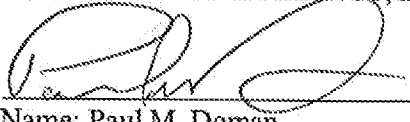
4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

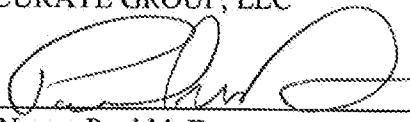
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCURATE GROUP HOLDINGS, LLC

By:   
Name: Paul M. Doman  
Title: President and Chief Executive Officer

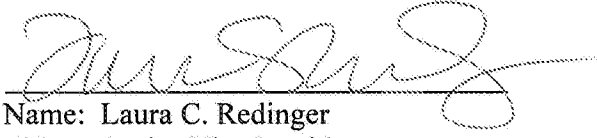
ACCURATE GROUP, LLC

By:   
Name: Paul M. Doman  
Title: President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

KEYBANK NATIONAL ASSOCIATION, as  
Lender

By:   
Name: Laura C. Redinger  
Title: Senior Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

<b>Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Accurate Group Holdings, LLC	APPRAISALWORKS AppraisalWorks	87126958	8/4/16	--	--
Accurate Group, LLC	NOTARYWORKS	87271548	12/16/16	--	--
Accurate Group Holdings, LLC	ARCHER	86344781	7/22/14	4722696	4/21/15