

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PORCH.COM, INC.		09/01/2017	Corporation: DELAWARE
DONE.COM HOLDINGS, INC.		09/01/2017	Corporation: TEXAS
GOSMITH, INC.		09/01/2017	Corporation: DELAWARE
USASELECT LLC		09/01/2017	Limited Liability Company: GEORGIA
INSPECTION SUPPORT LIMITED LIABILITY COMPANY		09/01/2017	Limited Liability Company: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	ORIX GROWTH CAPITAL, LLC
<b>Street Address:</b>	1717 MAIN STREET, SUITE 1100
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4887982	
<b>Registration Number:</b>	4852614	PORCH CONCIERGE
<b>Registration Number:</b>	4794149	PORCH
<b>Registration Number:</b>	4382903	PORCH
<b>Registration Number:</b>	4234003	HELPSCORE
<b>Registration Number:</b>	4494840	MOSTLIKELY
<b>Registration Number:</b>	4494839	MOSTLIKELY
<b>Registration Number:</b>	4767284	INSPECTION SUPPORT NETWORK
<b>Registration Number:</b>	4671686	ISN

## CORRESPONDENCE DATA

Fax Number:

*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.*

TRADEMARK

**Email:** jlandweber@mcguirewoods.com  
**Correspondent Name:** JOSEPH LANDWEBER  
**Address Line 1:** TWO EMBARCADERO CENTER, SUITE 1300  
**Address Line 2:** MCGUIREWOODS LLP  
**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94111

**NAME OF SUBMITTER:** Joseph Landweber

**SIGNATURE:** /JOSEPH LANDWEBER/

**DATE SIGNED:** 09/06/2017

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 1, 2017 (the "Effective Date") by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), and PORCH.COM, INC., a Delaware corporation ("Porch"), DONE.COM HOLDINGS, INC., a Texas corporation ("Done Holdings"), GOSMITH, INC., a Delaware corporation ("GoSmith"), USASELECT LLC, a Georgia limited liability company ("USAselect"), and INSPECTION SUPPORT LIMITED LIABILITY COMPANY, a Nevada limited liability company (each, individually, a "Grantor" and, collectively "Grantors").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to the Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of such Grantor's Intellectual Property to secure the obligations of the Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.
3. Grantors shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender

may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

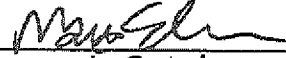
Address of Grantor:

2200 1<sup>st</sup> Avenue South  
Seattle, WA 98134  
Attn: Matt Ehrlichman


PORCH.COM, INC.

By:   
Name: Matt Ehrlichman  
Title: Chief Executive Officer


DONE.COM HOLDINGS, INC.

By:   
Name: Matt Ehrlichman  
Title: Chief Executive Officer


GOSMITH, INC.

By:   
Name: Matt Ehrlichman  
Title: Chief Executive Officer

USASELECT LLC

By:   
Name: Matt Ehrlichman  
Title: Chief Executive Officer

INSPECTION SUPPORT LIMITED LIABILITY COMPANY

By:   
Name: Matt Ehrlichman  
Title: Secretary

LENDER:

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201  
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2200 1<sup>st</sup> Avenue South  
Seattle, WA 98134  
Attn: Matt Ehrlichman

GRANTORS:

**PORCH.COM, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DONE.COM HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GOSMITH, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**USASELECT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INSPECTION SUPPORT LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Lender:

1717 Main Street, Suite 1100  
Dallas, TX 75201  
Attn: General Counsel

LENDER:

**ORIX GROWTH CAPITAL, LLC**

By: \_\_\_\_\_  
Name: Mark Campbell  
Title: Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Description	Registration/Serial Number	Registration/ Application Date
<DESIGN>	4,887,982	01/19/16
PORCH CONCIERGE	4,852,614	11/10/15
PORCH	4,794,149	8/18/15
PORCH	4,382,903	08/13/13
HELPSCORE	4,234,003	10/30/12
MOSTLIKELY	4,494,840	03/11/14
MOSTLIKELY	4,494,839	03/11/14
INSPECTION SUPPORT NETWORK	4,767,284	07/07/15
ISN	4,671,686	01/13/15



SCHEDULE C

Patents

None.