

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449391

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ERRONEOUSLY LISTED TRADEMARK SERIAL NUMBERS 87157970 AND 87157950 previously recorded on Reel 006151 Frame 0938. Assignor(s) hereby confirms the SECURITY INTEREST IN THE REMAINING TRADEMARK ITEMS.. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PORCH.COM, INC. | FORMERLY HELPSCORE, INC. | 10/26/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 ALMADEN BOULEVARD, SUITE 100 | | |
| Internal Address: | ATTN: NOTE DEPARTMENT | | |
| City: | SAN JOSE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4234003 | HELPSCORE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <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: | 858-550-6433 | | |
| Email: | jmfitzpatrick@cooley.com | | |
| Correspondent Name: | JENNIFER FITZPATRICK | | |
| Address Line 1: | C/O COOLEY LLP | | |
| Address Line 2: | 4401 EASTGATE MALL | | |
| Address Line 4: | SAN DIEGO, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 305983-1187 PORCH | | |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK | | |
| SIGNATURE: | /JENNIFER FITZPATRICK/ | | |
| DATE SIGNED: | 11/01/2017 | | |
| Total Attachments: 12 | | | |

CH \$40.00 4234003

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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

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|----------------------------------|---------------------------------|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PORCH.COM, INC. | FORMERLY HELPSCORE, INC. | 09/01/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 ALMADEN BOULEVARD, SUITE 100 | | |
| Internal Address: | ATTN: NOTE DEPARTMENT | | |
| City: | SAN JOSE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4887982 | | |
| Registration Number: | 4852614 | PORCH CONCIERGE | |
| Registration Number: | 4794149 | PORCH | |
| Registration Number: | 4382903 | PORCH | |
| Registration Number: | 4234003 | HELPSCORE | |
| Registration Number: | 4494840 | MOSTLIKELY | |
| Registration Number: | 4494839 | MOSTLIKELY | |
| Serial Number: | 87157970 | NO MORE PAIN IN THE GRASS | |
| Serial Number: | 87157950 | PUT YOUR LAWN ON AUTOPILOT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| Phone: | 858-550-6433 | | |

TRADEMARK

| | |
|---|-----------------------------|
| Email: | jmfitzpatrick@cooley.com |
| <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> | |
| Correspondent Name: | JENNIFER FITZPATRICK |
| Address Line 1: | C/O COOLEY LLP |
| Address Line 2: | 4401 EASTGATE MALL |
| Address Line 4: | SAN DIEGO, CALIFORNIA 92121 |
| ATTORNEY DOCKET NUMBER: | 305983-1187 Porch.com |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK |
| Signature: | /JENNIFER FITZPATRICK/ |
| Date: | 09/11/2017 |
| Total Attachments: 6 source=PORCH.COM - Intellectual Property Security Agreement (Parent)#page1.tif source=PORCH.COM - Intellectual Property Security Agreement (Parent)#page2.tif source=PORCH.COM - Intellectual Property Security Agreement (Parent)#page3.tif source=PORCH.COM - Intellectual Property Security Agreement (Parent)#page4.tif source=PORCH.COM - Intellectual Property Security Agreement (Parent)#page5.tif source=PORCH.COM - Intellectual Property Security Agreement (Parent)#page6.tif | |
| RECEIPT INFORMATION | |
| ETAS ID: | TM442681 |
| Receipt Date: | 09/11/2017 |
| Fee Amount: | \$240 |

TRADEMARK

**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of October 26, 2017 (the "Amendment") by and between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and PORCH.COM, INC., a Delaware corporation formerly known as Helpscore, Inc. ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of September 1, 2017, as amended from time to time (the "IPSA"). The Grantor has notified Bank that certain trademark items were erroneously listed on the IPSA. The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit B (Trademarks) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit B.
2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

Address of Grantor:

2200 1ST Avenue S.
Seattle, WA 98134
Attn: Legal Department

GRANTOR:

PORCH.COM, INC.

By: 
Name: Matt Ehrlichman
Title: CEO

Address of Bank:

55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Attn: Note Department

BANK:

WESTERN ALLIANCE BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

PORCH.COM, INC.

Address of Grantor:

2200 1ST Avenue S.
Seattle, WA 98134
Attn: Legal Department

By: _____
Name: _____
Title: _____

BANK:

WESTERN ALLIANCE BANK

Address of Bank:

55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Attn: Note Department


By:  _____
Name: Peter Norman
Title: VP

EXHIBIT B
Trademarks

| <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|--------------------|--|---|
| <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 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 1, 2017 (the "Agreement") between WESTERN ALLIANCE BANK ("Bank") and PORCH.COM, INC., a Delaware corporation formerly known as Helpscore, Inc. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), among Bank, Grantor and the other borrowers a party thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

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

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) 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"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[Remainder of page intentionally left blank.]

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

GRANTOR:

PORCH.COM, INC.

By: *Matt Ehrlichman*

Name: *Matt Ehrlichman*

Title: *Chief Executive Officer*

Address for Notices:

Attn: *Legal Dept - Porch*

2200 1st Ave S

Seattle, WA 98134

Fax: *not*

BANK:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

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

GRANTOR:

PORCH.COM, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: _____

Fax: _____

BANK:

WESTERN ALLIANCE BANK

By:  _____

Name: Peter Herman _____

Title: VP _____

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

EXHIBIT A

Copyrights

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre - registered?</u> |
|----------------------|---------------|---|-----------------------------|---------------------|--------------------------|
| | | | | | |

EXHIBIT 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 |
| NO MORE PAIN IN THE GRASS | 87/157,970 | 09/01/16 |
| PUT YOUR LAWN ON AUTOPILOT | 87/157,950 | 09/01/16 |

EXHIBIT C

Patents

| Description | Patent / Application Number | Issue / Application Date |
|---|--|-------------------------------------|
| Collecting data from multiple sources and automatically generating a report using the collected data, such as collecting data related to property taxes from multiple sources and automatically generating a property tax assessment appeal | 12/824,132 | 06/25/10 |