

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Presidio Investors ATC Holdco, LLC		07/31/2018	Limited Liability Company: DELAWARE
Alliant National Title Insurance Company, Inc.		07/31/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Star Mountain Diversified Small Business Access Fund II, LP		
Street Address:	135 East 57th Street		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4772347	THE INDEPENDENT UNDERWRITER FOR THE INDE	
Registration Number:	4772348	AGENTS ARE OUR PRIORITY	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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:	6785532601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	160589.011400		
NAME OF SUBMITTER:	LaShana C. Jimmar		
SIGNATURE:	/LaShana C. Jimmar/		
DATE SIGNED:	08/23/2018		

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Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”), dated as of July 31, 2018, is made by and among STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP, a Delaware limited partnership, as agent for the Lenders described below (in such capacity, “Agent”), PRESIDIO INVESTORS ATC HOLDCO, LLC, a Delaware limited liability company (“Borrower”), ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC., a Colorado corporation (“Guarantor”; Borrower and Guarantor are sometimes referred to herein individually as an “Obligor” and collectively as “Obligors”).

Recitals

Obligors, Agent, and the lenders party thereto from time to time (collectively, “Lenders”) are parties to a Loan and Security Agreement dated on or about the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Borrower (as defined in the Loan Agreement).

As a condition to extending credit to or for the account of Borrower, Lenders have required the execution and delivery of this Agreement by Obligors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of each Obligor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Obligor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Each Obligor hereby grants to Agent, for the benefit of itself and Lenders, a continuing security interest (the “Security Interest”), a Lien upon, and a right

of setoff against in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Obligor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use any trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Obligor represents, warrants and agrees as follows:

(a) **Patents. Exhibit A** accurately lists all Patents owned each Obligor as of the date hereof, or to which any Obligor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Obligor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Obligors shall within 30 days provide written notice to Agent with a replacement **Exhibit A**, which upon acceptance by Agent shall become part of this Agreement.

(b) **Trademarks. Exhibit B** accurately lists all Trademarks owned each Obligor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Obligor's or any Affiliate's business(es). If after the date hereof, any Obligor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Obligor's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Obligors shall within 30 days provide written notice to Agent with a replacement **Exhibit B**, which upon acceptance by Agent shall become part of this Agreement.

(c) **Title.** Obligors have good and marketable title to each Patent and each Trademark claimed to be owned by an Obligor, free and clear of all Liens except Permitted Liens. Obligors (i) will have, at the time any Obligor acquires any rights in Patents or Trademarks hereafter arising, good and marketable title to each such Patent or Trademark claimed to be owned by an Obligor free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** No Obligor will assign, transfer, encumber or otherwise dispose of any Patent or Trademark, or any interest therein, without Agent's prior written consent.

(e) **Defense.** Obligors will, at their own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Obligors will, at their own expense, maintain the Patents and the Trademarks to the extent reasonably advisable in their business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Obligor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is material to any Obligor's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least 30 days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Agent's Right to Take Action.** If Obligors fails to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives Obligors written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Obligor notifies Agent that it intends to abandon a Patent or Trademark, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of each Obligor (or, at Agent's option, in Agent's own name) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Obligors shall pay Agent on demand the amount of all reasonable and documented moneys expended and all reasonable and documented costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under subsection (g) or exercising its rights under Section 6.

(i) **Power of Attorney.** To facilitate Agent's taking action under subsection (g) and exercising its rights under Section 6, each Obligor hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as such Obligor's attorney-in-fact with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of each Obligor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by any Obligor

under this Agreement or necessary for Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein or the payment and performance of all Obligations.

4. Obligors' Use of the Patents and Trademarks. Obligors shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur and be continuing; or (b) any Obligor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure continues for thirty days; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While an Event of Default exists, Agent may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, each Obligor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent; provided that any modification or amendment shall also be signed by the Obligors. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Obligors under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Agent shall not be obligated to preserve any rights any Obligor may have against prior parties, or to realize

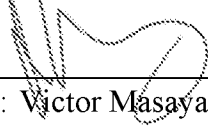
on the Patents and Trademarks at all or in any particular manner or order. This Agreement shall be binding upon and inure to the benefit of Obligors and Agent and their respective participants, successors and assigns and shall take effect when signed by Obligors and delivered to Agent, and each Obligor waives notice of Agent's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by any Obligor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the substantive laws (other than conflict of law provisions and principles, but including Section 5-1401 and Section 5-1402 of the General Obligations Law) of the State of New York. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

PRESIDIO INVESTORS ATC HOLDCO, LLC

By:  _____

Name: Victor Masaya

Title: President and Chief Executive Officer

**ALLIANT NATIONAL TITLE INSURANCE
COMPANY, INC.**

By: _____

Name: Robert S. Hendrickson

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

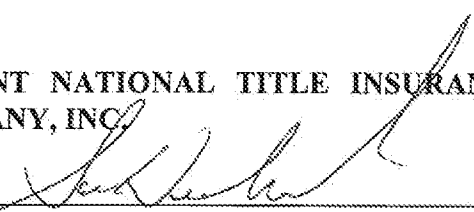
PRESIDIO INVESTORS ATC HOLDCO, LLC

By: _____

Name: Victor Masaya

Title: President and Chief Executive Officer

**ALLIANT NATIONAL TITLE INSURANCE
COMPANY, INC.**

By:  _____

Name: Robert S. Hendrickson

Title: Chief Financial Officer

[ALLIANT - PATENT AND TRADEMARK AGREEMENT]

TRADEMARK
REEL: 006420 FRAME: 0967

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Obligor Name	Mark	Registration Number	Registration Date
Alliant National Title Insurance Company, Inc.	Independent Underwriter for the Independent Agent	4772347	July 14, 2015
Alliant National Title Insurance Company, Inc.	Agents are our Priority	4772348	July 14, 2015

APPLICATIONS

None.