

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PORCH.COM, INC.		12/04/2018	Corporation: DELAWARE
GOSMITH, INC.		12/04/2018	Corporation: DELAWARE
INSPECTION SUPPORT LIMITED LIABILITY COMPANY		12/04/2018	Limited Liability Company: NEVADA
BOLSTER.US, INC.		12/04/2018	Corporation: DELAWARE
GUARDIAN SMALL BUSINESS CONSULTING AND FINANCIAL SERVICES, LLC		12/04/2018	Limited Liability Company: IDAHO
CURTIS KINDRED, INC.		12/04/2018	Corporation: TEXAS
SERVIZ.COM, INC.		12/04/2018	Corporation: CALIFORNIA
HIRE A HELPER LLC		12/04/2018	Limited Liability Company: CALIFORNIA
DONE.COM HOLDINGS, INC.		12/04/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	ORIX GROWTH CAPITAL, LLC, AS AGENT
Street Address:	280 PARK AVENUE, 40 WEST
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4767284	INSPECTION SUPPORT NETWORK
Registration Number:	4671686	ISN
Serial Number:	87619857	AMERICAN DEFENSE SYSTEMS
Registration Number:	5521436	AMERICAN DEFENSE SYSTEMS
Serial Number:	87728709	DIRECT HOME CONNECT
Serial Number:	87728244	DIRECT HOME CONNECT
Serial Number:	87610034	PROTECTING YOU FROM THE FRONT LINES TO Y
Registration Number:	5263628	HYBRID
Registration Number:	5022126	HIREAHELPER

CORRESPONDENCE DATA

Fax Number: 4044435599

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.

Phone: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, NE

Address Line 2: MCGUIRE WOODS LLP

Address Line 4: Atlanta, GEORGIA 30309-3534

ATTORNEY DOCKET NUMBER:	Porch - 2067493.0023
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	12/05/2018

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of December 4, 2018 (the "Effective Date"), by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("ORIX"), as agent for certain "lenders" (collectively, "Lenders") party from time to time to the Loan Agreement (defined below) (in such capacity, and together with its successors in such capacity, "Agent"), and PORCH.COM, INC., a Delaware corporation ("Porch"), DONE.COM HOLDINGS, INC., a Texas corporation ("Done Holdings"), GOSMITH, INC., a Delaware corporation ("GoSmith"), INSPECTION SUPPORT LIMITED LIABILITY COMPANY, a Nevada limited liability company ("Inspection Support"), BOLSTER.US, INC., a Delaware corporation ("Bolster"), GUARDIAN SMALL BUSINESS CONSULTING AND FINANCIAL SERVICES LLC, an Idaho limited liability company ("Guardian"), CURTIS KINDRED, INC., a Texas corporation doing business as American Defense Systems ("ADS"), SERVIC.COM, INC., a California corporation ("Serviz"), and HIRE A HELPER LLC, a California limited liability company ("Helper"; Porch, Done Holdings, GoSmith, Inspection Support, Guardian, ADS, Serviz and Helper each, individually, a "Grantor" and, collectively "Grantors").

RECITALS

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

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent, for the benefit of Agent and Lenders, 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 Agent, for the benefit of Agent and Lenders, 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 Agent written notice thereof in the manner set forth in the Loan Agreement for providing notices within 30 days after the end of the month of such registration, (ii) upon request, providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's security 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 Agent 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 Agent, for the benefit of Agent and Lenders.

4. The security interest granted herein is granted in conjunction with the security interest granted under the Loan Agreement to Agent, for the benefit of Agent and Lenders. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent or any 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 Agent and 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 Agent shall retain all rights arising under Federal law.


6. This Agreement amends and restates each of the following agreements (collectively, the "Existing IP Security Agreements"): (a) that certain Intellectual Property Security Agreement dated as of August 31, 2017, among ORIX, as lender, and Porch, Done Holdings, GoSmith and the other parties thereto, as grantors, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of October 22, 2018, among ORIX, Porch, Done Holdings, GoSmith, and the other parties thereto; (b) that certain Intellectual Property Security Agreement dated as of August 28, 2018, among ORIX, as lender, and Bolster, Guardian, ADS and Serviz, as grantors, and (c) that certain Intellectual Property Security Agreement dated as of November 1, 2018, between ORIX, as lender, and Helper, as grantor. This Agreement is not intended to constitute nor shall it constitute an extinguishment or novation of the Existing IP Security Agreements as amended and restated hereby. The Liens created by the Existing IP Security Agreements shall continue in full force and effect, without interruption, as Liens granted in favor of Agent, for the benefit of Lenders, under this Agreement, in accordance with the terms of this Agreement and the Loan Agreement.

(Signature pages follow)


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

GRANTORS:


PORCH.COM, INC.

By: 
Name: Matthew Ehrlichman
Title: Chief Executive Officer

DONE.COM HOLDINGS, INC.

By: 
Name: Matthew Ehrlichman
Title: Chief Executive Officer

GOSMITH, INC.


By: 
Name: Matthew Ehrlichman
Title: Chief Executive Officer

INSPECTION SUPPORT LIMITED LIABILITY
COMPANY

By: PORCH.COM, INC., its sole member

By: 
Name: Matthew Ehrlichman
Title: Chief Executive Officer

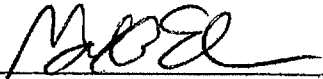
BOLSTER.US, INC.

By: 
Name: Matthew Ehrlichman
Title: Chairperson

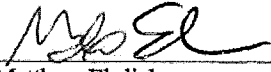
(Signatures continued on next page)

(Signature Page to Amended and Restated Intellectual Property Security Agreement)


GUARDIAN SMALL BUSINESS CONSULTING
AND FINANCIAL SERVICES LLC

By: 
Name: Matthew Ehrlichman
Title: Manager


CURTIS KINDRED, INC.

By: 
Name: Matthew Ehrlichman
Title: Chairperson

SERVIZ.COM, INC.

By: 
Name: Matthew Ehrlichman
Title: Chief Executive Officer

HIRE A HELPER LLC

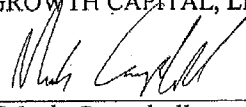
By: 
Name: Matthew Ehrlichman
Title: Manager

(Signatures continued on next page)

(Signature Page to Amended and Restated Intellectual Property Security Agreement)

AGENT:

ORIX GROWTH CAPITAL, LLC, as Agent

By: 
Name: Mark Campbell
Title: Authorized Representative

(Signature Page to Amended and Restated Intellectual Property Security Agreement)

TRADEMARK
REEL: 006495 FRAME: 0250

SCHEDULE A

Copyrights

Grantor	Type of Work:	Title:	Registration Number:	Filing Date:
Hire a Helper LLC	Text	HireAHelper application	TX0007497639	10/04/10
Hire a Helper LLC	Computer File	HireAHelper.com website	TX0008387751	04/06/17
Hire a Helper LLC	Computer File	moving101.hireahelper.com	TX0008387717	04/07/17

SCHEDULE B

Trademarks

Grantor	Description	Registration/Serial Number	Registration/ Application Date
Porch.com, Inc.	<DESIGN>	4,887,982	01/19/16
Porch.com, Inc.	PORCH CONCIERGE	4,852,614	11/10/15
Porch.com, Inc.	PORCH	4,794,149	8/18/15
Porch.com, Inc.	PORCH	4,382,903	08/13/13
Porch.com, Inc.	HELPSCORE	4,234,003	10/30/12
Porch.com, Inc.	MOSTLIKELY	4,494,840	03/11/14
Porch.com, Inc.	MOSTLIKELY	4,494,839	03/11/14
Inspection Support Limited Liability Company	INSPECTION SUPPORT NETWORK	4,767,284	07/07/15
Inspection Support Limited Liability Company	ISN	4,671,686	01/13/15
Curtis Kindred, Inc.	AMERICAN DEFENSE SYSTEMS	87619857	9/23/17
Curtis Kindred, Inc.	AMERICAN DEFENSE SYSTEMS	5521436	7/1718
Curtis Kindred, Inc.	DIRECT HOME CONNECT	87728709	12/20/17
Curtis Kindred, Inc.	DIRECT HOME CONNECT	87728244	12/20/17
Curtis Kindred, Inc.	Protecting you from the front lines to your front door	87610034	9/15/17
Hire a Helper LLC	HYBRID	5263628	8/15/17
Hire a Helper LLC	HIREAHELPER	5022126	8/16/16

SCHEDULE C

Patents

Grantor	Description	Patent / Application Number	Application Date
Porch.com, Inc.	Method, System and Program for Interactive Information Services	14/056,715	10/17/13
Porch.com, Inc.	Method, System and Program Product for Interactive Information Services	14/672,728	03/30/15