

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504707

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Title Agency Holdco, LLC		01/07/2019	Corporation: DELAWARE
States Title Holding, Inc.		01/07/2019	Corporation: DELAWARE
States Title, Inc.		01/07/2019	Corporation: DELAWARE
Spear Agency Acquisition Inc.		01/07/2019	Corporation: DELAWARE
States Title Agency, Inc.		01/07/2019	Corporation: DELAWARE
North American Title Company, Inc.		01/07/2019	Corporation: CALIFORNIA
North American Title Company		01/07/2019	Corporation: ARIZONA
North American Title Company		01/07/2019	Corporation: NEVADA
North American Title Company		01/07/2019	Corporation: FLORIDA
North American Title Company		01/07/2019	Corporation: ILLINOIS
North American Title Agency, Inc.		01/07/2019	Corporation: NEW JERSEY
North American Title Company		01/07/2019	Corporation: TEXAS
North American Title Company		01/07/2019	Corporation: MARYLAND
North American Title Company of Colorado		01/07/2019	Corporation: COLORADO
North American Title, LLC		01/07/2019	Limited Liability Company: DELAWARE
North American Title Company, LLC		01/07/2019	Limited Liability Company: INDIANA
Nassa LLC		01/07/2019	Limited Liability Company: FLORIDA
North American Asset Development, LLC		01/07/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North American Title Group, LLC		
<b>Street Address:</b>	760 Northwest 107th Avenue, Suite 400		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33172		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		

CH \$240.00 2633856

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2633856	LIKE CLOCKWORK
Registration Number:	2833947	
Registration Number:	1930755	NORTH AMERICAN TITLE COMPANY
Registration Number:	4849158	NATIC NORTH AMERICAN TITLE INSURANCE COM
Registration Number:	5265919	SIMPLE. DONE RIGHT.
Serial Number:	87519747	PRIORITY CLOSE
Serial Number:	87960507	AGENTMARKETPLACE
Serial Number:	87960549	AGENTMARKETPLACE
Serial Number:	87887025	STATES TITLE

**CORRESPONDENCE DATA**

**Fax Number:** 3129847700

*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:** 3129847551

**Email:** lgrabowski@mwe.com

**Correspondent Name:** L. Grabowski / McDermott Will & Emery

**Address Line 1:** 444 W. Lake Street, Suite 4000

**Address Line 4:** Chicago, ILLINOIS 60606-0029

<b>ATTORNEY DOCKET NUMBER:</b>	039681-0023
<b>NAME OF SUBMITTER:</b>	Laurin Grabowski
<b>SIGNATURE:</b>	/lauringrabowski/
<b>DATE SIGNED:</b>	01/07/2019

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 7, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of North American Title Group, LLC, a Florida limited liability company (together with its successors and permitted assigns, the "Lender").

### RECITALS:

WHEREAS, pursuant to the Loan Agreement, dated as of January 7, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among **TITLE AGENCY HOLDCO, LLC**, a Delaware limited liability company (the "Borrower"), **STATES TITLE HOLDING, INC.** (formerly known as Spear Holding Inc.), a Delaware corporation, **CERTAIN SUBSIDIARIES OF PARENT** party thereto from time to time, as Guarantors, North American Title Group, LLC, a Florida limited liability company (the "Lender"), the Lender has made an extension of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of January 7, 2019, executed by the Grantors in favor of the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Loan Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Lender, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the "Patent Collateral"):

- (a) all of its United States Patents including those referred to on Annex A attached hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent.

Section 3. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Lender, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”, and together with Patent Collateral, the “Intellectual Property Collateral”):

(a) all of its United States registered Trademarks including those referred to on Annex B attached hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 4. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Lender by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest and Lien in the Intellectual Property Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Section 8. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Loan Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and the Lender shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the Termination Date, upon Borrower's request, Lender will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

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

**GRANTORS:**

**TITLE AGENCY HOLDCO, LLC**, a Delaware limited liability company

**STATES TITLE HOLDING, INC.**, a Delaware corporation

**STATES TITLE, INC.**, a Delaware corporation

**SPEAR AGENCY ACQUISITION INC.**, a Delaware corporation

**STATES TITLE AGENCY, INC.**, a Delaware corporation

**NORTH AMERICAN TITLE COMPANY, INC.**, a California corporation

**NORTH AMERICAN TITLE COMPANY**, an Arizona corporation

**NORTH AMERICAN TITLE COMPANY**, a Nevada corporation

**NORTH AMERICAN TITLE COMPANY**, a Florida corporation

**NORTH AMERICAN TITLE COMPANY**, an Illinois corporation

**NORTH AMERICAN TITLE AGENCY, INC.**, a New Jersey corporation

**NORTH AMERICAN TITLE COMPANY**, a Texas corporation

**NORTH AMERICAN TITLE COMPANY**, a Maryland corporation

**NORTH AMERICAN TITLE COMPANY OF COLORADO**, a Colorado corporation

**NORTH AMERICAN TITLE, LLC**, a Delaware limited liability company

**NORTH AMERICAN TITLE COMPANY, LLC**, an Indiana limited liability company

**NASSA LLC**, a Florida limited liability company

**NORTH AMERICAN ASSET DEVELOPMENT, LLC**, a California limited liability company

By: Jefferson E. Howeth

Name: Jefferson E. Howeth

Title: Secretary

**ACCEPTED AND AGREED**

as of the date first above written:

**NORTH AMERICAN TITLE GROUP, LLC,**

as Lender

*Clotilde Keller*

By: \_\_\_\_\_

Name: Clotide Keller

Title: EVP/CFO/COO

*Signature Page to Intellectual Property Security Agreement*

**TRADEMARK**  
**REEL: 006518 FRAME: 0300**

ANNEX A

Patent Registrations/Applications

Grantor	Country	Patent	Status	Application/ Registration No.	Application/ Registration Date
States Title, Inc.	United States	Machine Learning Using Multiple Input Data Types	Pending	15/616,249	June 7, 2017




ANNEX B

Trademark Registrations/Applications

Trademark	Registration/Serial No.	Deadlines	Design	Current Owner
Like Clockwork	Filed: 10/26/1999 75/832,274 Registered: 10/15/2002 2,533,856	Renewal due 10/15/2022	Plain Word Mark	Lennar Financial Services, LLC
Miscellaneous design	Filed: 3/3/2003 76/494,000 Registered: 4/20/2004 2,833,947	Renewal due 4/20/2024		Lennar Financial Services, LLC
North American Title Company and design	Filed: 3/16/1994 74/500,677 Registered: 10/31/1995 1,930,755	Renewal due 10/31/2025		North American Title Group, LLC
NATIC design	Filed: 9/8/2014 86/388,498 Registered: 11/10/2015 4,849,158	8/15 due 11/10/2021 Renewal due 11/10/2025		North American Title Group, LLC
Simple. Done Right.	Filed: 1/24/2017 87/311,994 Registered: 8/15/2017 5,265,919	8/15 due 8/15/2023 Renewal due 8/15/2027	Plain Word Mark	North American Title Group, LLC
<b>PENDING</b>				
Priority Close	Filed: 7/7/2017 87/519,747	Statement of Use due 1/23/2019	Plain Word Mark	North American Title Group, LLC
AgentMarketplace	Filed: 6/13/2018 87/960,507	No current deadline	Plain Word Mark	North American Title Group, LLC
AgentMarketplace design	Filed: 6/13/2018 87/960,549	No current deadline		North American Title Group, LLC

NOTE: "Current Owner" of all above-referenced Registrations/Applications is Title Agency Holdco, LLC, as assignee of Lennar Financial Services, LLC and North American Title Group, LLC, respectively.

Grantor	Country	Mark	Status	Application/Registration No.	Application/Registration Date
States Title, Inc.	United States	STATES TITLE and Design 	Allowed - Intent to Use Notice of Allowance Issued 11/27/2018	87,887,025	04/20/2018