

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM540641

<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>
A360, Inc.		09/12/2019	Corporation: DELAWARE
a360 Firm Solutions LLC		09/12/2019	Limited Liability Company: DELAWARE
a360 Technology Solutions LLC		09/12/2019	MICHIGAN Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MS Credit Partners II GP Inc., as Agent		
<b>Street Address:</b>	1585 Broadway, 39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5640352	POCPRO	
Registration Number:	5350728	PROMATTERS	
Registration Number:	3710568	CASEAWARE	
Registration Number:	3336195	SERVICE-COMPLETE	
Serial Number:	87753453	A360INC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	51025 / 081		

CH \$140.00 5640352

<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	09/12/2019
<b>Total Attachments: 6</b> source=Trademark Security Agreement A360#page1.tif source=Trademark Security Agreement A360#page2.tif source=Trademark Security Agreement A360#page3.tif source=Trademark Security Agreement A360#page4.tif source=Trademark Security Agreement A360#page5.tif source=Trademark Security Agreement A360#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated as of September 12, 2019 (“*Trademark Security Agreement*”), is made by the undersigned “Grantors” (each a “*Grantor*” and collectively, the “*Grantors*”), in favor of **MS CREDIT PARTNERS II GP INC.**, in its capacity as administrative agent and collateral agent for the Lenders (together with its successors and assigns in such capacity, the “*Agent*”).

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among **A360, INC.**, a Delaware corporation (“*A360*”), **A360 FIRM SOLUTIONS LLC**, a Delaware limited liability company (“*A360FS*”), **A360 TECHNOLOGY SOLUTIONS LLC**, a Michigan limited liability company (“*A360TS*”), **FIRM SOLUTIONS SOURCE LLC**, a Florida limited liability company (“*Firm Solutions*”), **A360 TITLE INFORMATION SOLUTIONS LLC**, a Florida limited liability company (“*Title Information*”), **KMC INFORMATION SYSTEMS, L.C.**, a Missouri limited liability company (“*KMC*” and, together with A360, A360FS, A360TS, Firm Solutions and Title Information, each a “*Borrower*” and collectively, the “*Borrowers*”), **A360 HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*” and, together with any Subsidiary of Parent (other than the Borrowers) which become party thereto as guarantors, collectively, the “*Guarantors*” and each, individually a “*Guarantor*”), the lenders from time to time party thereto (collectively, the “*Lenders*”), and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), the Lenders have agreed to extend term loans to the Borrower;

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit Agreement that the Grantors execute and deliver to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantors have executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantors have granted to the Agent, on behalf of the Lenders, a security interest in and lien upon all or substantially all assets of the Grantors, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement, including registrations and applications therefor) and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Grantors will obtain substantial direct and indirect financial and other benefits from the Loans made by the Lenders to the Borrowers pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, each Grantor desires to enter into this Trademark Security Agreement and the other Loan Documents in order to induce the Lenders to make the Loans under the Credit Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, if not defined therein, in the Credit Agreement.

Section 2. 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 of such Grantor, hereby grants to the Agent, for the benefit of each Lender, a security interest (the "*Security Interest*") in, all of its right, title and interest, whether now existing or hereafter arising or acquired in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks to which it is a party, including, without limitation, the Trademarks registered in the United States referred to on Schedule I hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement, misappropriations, other impairment or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders pursuant to the Security Agreement. The Lenders' rights and remedies in the Trademark Collateral granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, and any other documents related thereto.

Section 5. Authorization to Supplement. Each Grantor shall give the Agent notice of any additional trademarks granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Security Agreement. Without limiting the each Grantor's obligations under this Section, each Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future, then-existing Trademarks therefor of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the Security Agreement in all respects, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to the Security Interest hereunder.

Section 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE**

**CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICT OF LAW RULES).** In addition, the provisions of Sections 19, 20, 21 and 22 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTORS:

A360, INC., a Delaware corporation

By:   
Name: Scott Brinkley  
Title: Chief Executive Officer

A360 FIRM SOLUTIONS LLC, a Delaware limited liability company

By:   
Name: Scott Brinkley  
Title: Chief Executive Officer

A360 TECHNOLOGY SOLUTIONS LLC, a Michigan limited liability company

By:   
Name: Scott Brinkley  
Title: Chief Executive Officer

AGENT

MS CREDIT PARTNERS II GP INC.

By: 

Name: Jonathan Spink

Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Reg. No./ Serial No.	Mark	Registered / Pending	Grantor
5640352	POCPRO	Registered	a360 Firm Solutions LLC
87753453	a360inc (logo)	Pending	A360, Inc.
5350728	PROMATTERS	Registered	a360 Technology Solutions LLC
3710568	CASEAWARE	Registered	A360, Inc.
3336195	SERVICE-COMPLETE	Registered	A360, Inc.