

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583836

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Nature of Conveyance to an Amendment to Security Agreement to update the name of the Lender previously recorded on Reel 006552 Frame 0006. Assignor(s) hereby confirms the Security Agreement.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Title Group, LLC		01/07/2019	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	CalAtlantic Title Group, LLC
<b>Street Address:</b>	760 NW 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

## PROPERTY NUMBERS Total: 9

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

## 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: ipdocketmwe@mwe.com

Correspondent Name: L. Grabowski / McDermott Will &amp; Emery

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

TRADEMARK

<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029
<b>NAME OF SUBMITTER:</b>	Laurin Grabowski
<b>SIGNATURE:</b>	/lauringrabowski/
<b>DATE SIGNED:</b>	06/30/2020
<b>Total Attachments: 13</b> source=IP Security Agreement 01072019#page1.tif source=IP Security Agreement 01072019#page2.tif source=IP Security Agreement 01072019#page3.tif source=IP Security Agreement 01072019#page4.tif source=IP Security Agreement 01072019#page5.tif source=IP Security Agreement 01072019#page6.tif source=IP Security Agreement 01072019#page7.tif source=NATG to CATG name change01072019#page1.tif source=NATG to CATG name change01072019#page2.tif source=NATG to CATG name change01072019#page3.tif source=NATG to CATG name change cover sheet#page1.tif source=NATG to CATG name change cover sheet#page2.tif source=NATG to CATG name change cover sheet#page3.tif	

## 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.

[remainder of page intentionally left blank]

**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: 006985 FRAME: 0011**

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

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

North American Title Group, LLC

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 11/30/2016 and assigned Florida document number L16000221686.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

CalAtlantic Title Group, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

\_\_\_\_\_

New Registered Office Address:

\_\_\_\_\_

*Enter Florida street address*

\_\_\_\_\_, Florida \_\_\_\_\_

*City*

*Zip Code*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

If Changing Registered Agent, Signature of New Registered Agent

**If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:**

MGR = Manager  
 AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Bruce Gross	700 N.W. 107th Avenue	<input checked="" type="checkbox"/> Add
		Miami, FL 33172	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Cristina Pardo	700 N.W. 107th Avenue	<input checked="" type="checkbox"/> Add
		Miami, FL 33172	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
Secretary	Christy Tabor	760 N.W. 107th Avenue, Suite 400	<input checked="" type="checkbox"/> Add
		Miami, FL 33172	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Thomas J. Fischer	760 N.W. 107th Avenue, Suite 400	<input type="checkbox"/> Add
		Miami, FL 33172	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Emilio Fernandez	760 N.W. 107th Avenue, Suite 400	<input type="checkbox"/> Add
		Miami, FL 33172	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
EVP, Sec <input checked="" type="checkbox"/>	Jefferson E. Howeth	760 N.W. 107th Avenue, Suite 400	<input type="checkbox"/> Add
		Miami, FL 33172	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Multiple horizontal dotted lines for amending information.

E. Effective date, if other than the date of filing: January 7, 2019 (optional)  
*(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)*  
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:  
(b) The 90th day after the record is filed.

Dated January 7th, 2019.

Christy Tabor  
Signature of a member or authorized representative of a member

Christy Tabor, Secretary  
\_\_\_\_\_  
Typed or printed name of signee



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eSiz alerts](#) | [News](#) | [Help](#)**Electronic Trademark Assignment System**

Trademark Assignment Recordation Form

Navigation: [Guidelines](#) - [Conveyance Type](#) - [Correspondence](#) - [Conveyor](#) - [Receiver](#) - [Property](#) - [Attachments](#) - [Sign](#) - [Validate](#)ETAS v1.10.1  
PTO-1594 (Rev. 6/16)  
OMB No. 0851-0027 (Exp.  
06/30/2021)**Validate**

All data entered on the previous screens are displayed below. Check the data carefully. If you find any errors, go back to the appropriate screen and correct. Otherwise, select the Go to Payment screen button to proceed.

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

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
North American Title Group, LLC		01/07/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CalAtlantic 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		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1930755	NORTH AMERICAN TITLE COMPANY	

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

**CORRESPONDENCE DATA**

Phone: 3129847551  
 Email: lgrabowski@mwe.com  
*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.*  
 Correspondent Name: L. Grabowski / McDermott Will & Emery  
 Address Line 1: 444 W. Lake Street, Suite 4000  
 Address Line 4: Chicago, ILLINOIS 60606-0029

NAME OF SUBMITTER:	Laurin Grabowski
Signature:	/lauringrabowski/
Date:	02/06/2019
<b>Total Attachments: 3</b> source=NATG to CATG name change01072019#page1.tif source=NATG to CATG name change01072019#page2.tif source=NATG to CATG name change01072019#page3.tif	

Fee calculated, according to the USPTO fee table				
Description	Fee code	Fee code amount	Quantity	Fee
Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	1	40.0
For second and subsequent marks in the same document	8522	25.0	8	200.0
<b>Total</b>				<b>\$240.00</b>

**This U.S. GOVERNMENT System is for recording documents with the U.S. Patent and Trademark Office.**

**There is no right to privacy in this system. Use of this system constitutes consent to have activities in association with the submission for recordation monitored, recorded, read, copied or captured by authorized personnel. Unauthorized use of this service, which includes providing false or spurious information such as false or improper assignment**

documents or security agreements, is a misrepresentation to the federal government. Unauthorized use of this system is prohibited and subject to criminal and civil penalties, including all penalties applicable to willful unauthorized access. See 37 C.F.R. 11.18 and 18 U.S.C. 1001. The USPTO reserves the right, at its complete discretion, to change the terms, conditions, and use at any time by posting revised terms, conditions, and use restrictions for this system. It is the user's responsibility to check periodically for any changes USPTO may make to these terms, conditions, and use restrictions. Continued use of this system following the posting of changes to these terms, conditions, and use restrictions means you accept the changes.

By checking this box, you acknowledge your consent to the above statement.

[Go to Payment screen](#)

[Back](#)

[Cancel](#)

[Advanced Operations](#)

Save form for future access, or prepare a template

[| HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

02/06/2019 12:11 PM EST