

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629626

<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.		12/09/2020	Corporation: DELAWARE
A360 Firm Solutions LLC		12/09/2020	Limited Liability Company: DELAWARE
A360 Technology Solutions LLC		12/09/2020	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank, National Association		
<b>Street Address:</b>	2000 McKinney Ave., Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5640352	POCPRO	
<b>Registration Number:</b>	5880715	A360INC	
<b>Registration Number:</b>	5350728	PROMATTERS	
<b>Registration Number:</b>	3710568	CASEAWARE	
<b>Registration Number:</b>	3336195	SERVICE-COMPLETE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>	6124926819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	50 South Sixth Street, Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	504041-00033		

OP \$140.00 5640352

<b>NAME OF SUBMITTER:</b>	Evan Everist
<b>SIGNATURE:</b>	/Evan Everist/
<b>DATE SIGNED:</b>	03/03/2021
<b>Total Attachments: 5</b> source=Fully Executed Trademark Security Agreement#page1.tif source=Fully Executed Trademark Security Agreement#page2.tif source=Fully Executed Trademark Security Agreement#page3.tif source=Fully Executed Trademark Security Agreement#page4.tif source=Fully Executed Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated as of December 9, 2020 (“**Trademark Security Agreement**”), is made by the undersigned “Grantors” (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of **Texas Capital Bank National Association**, (together with its successors and assigns in such capacity, the “**Lender**”).

## WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security 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**”), and the Lender (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), the Lender has agreed to extend a Term Loan to the Borrower;

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

WHEREAS, the Grantors have granted to the Lender, 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 Intellectual Property (as defined in the Credit Agreement, including registrations and applications therefor) and all products and proceeds thereof, to secure the payment and performance of the Indebtedness and Obligation (as each is defined in the Credit Agreement the “**Secured Obligations**”);

WHEREAS, the Grantors will obtain substantial direct and indirect financial and other benefits from the Term Loan made by the Lender 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 Lender to make the Term Loan 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 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 Lender pursuant to the Credit Agreement and Security Agreement, as applicable. The Lender's 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 Lender's 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 Lender notice of any additional trademarks granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Credit Agreement or Security Agreement, as applicable. Without limiting the each Grantor's obligations under this Section, each Grantor hereby authorizes the Lender 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 Lender'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 TEXAS.** In addition, the provisions of Section 11.15 of the Credit Agreement (and the applicable provision of the Security Agreement) is 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: Scott Brinkley  
Name: Scott Brinkley  
Title: Chief Executive Officer

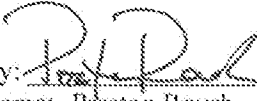
**A360 FIRM SOLUTIONS LLC**  
a Delaware limited liability company

By: Scott Brinkley  
Name: Scott Brinkley  
Title: Chief Executive Officer

**A360 TECHNOLOGY SOLUTIONS LLC**  
a Michigan limited liability company

By: Scott Brinkley  
Name: Scott Brinkley  
Title: Chief Executive Officer

Texas Capital Bank, National Association as Lender

By:   
Name: Preston Roush  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007209 FRAME: 0784**

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.