

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBMS Incorporated		06/28/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3247342	MBMS	
Registration Number:	3431082	PROMERIT	
Registration Number:	3747249	EMBTRUST	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	06/28/2019		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated June 28, 2019, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Capital One, National Association, as Administrative Agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SitusAMC Holdings Corporation, a Delaware corporation, and SitusAMC Group Holdings, LP, a Delaware limited partnership, have entered into the Credit Agreement, dated as of June 28, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of June 28, 2019 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

- (i) all patents and patent applications, and all improvements thereto (“Patents”);
- (ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);
- (iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);
- (iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States

intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 6. Governing Law; Jurisdiction; Etc. i) GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(a) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT") AND APPELLATE COURTS FROM EITHER OF THEM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS IP SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT; PROVIDED THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, AND (III) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.


(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SITUS GROUP LLC

By: 
Name: Dave DeClark
Title: Chief Financial Officer

**AMERICAN MORTGAGE CONSULTANTS,
INC.
AMC DILIGENCE, LLC
MBMS INCORPORATED**


By: _____
Name: Michael Franco
Title: Chief Executive Officer

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SITUS GROUP LLC

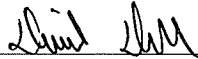
By: _____
Name: Dave DeClark
Title: Chief Financial Officer

**AMERICAN MORTGAGE CONSULTANTS,
INC.
AMC DILIGENCE, LLC
MBMS INCORPORATED**


By: _____
Name: Michael Franco
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: David Dale
Title: Assistant Vice President

SCHEDULE A

Patents




Patent No.	Reg. Date	Owner	Title	App. No.	App. Date
U.S. Patent No. 7,328,179	2/5/2008	Situs Group LLC	SYSTEM FOR DETERMINING A USEFUL LIFE OF CORE DEPOSITS AND INTEREST RATE SENSITIVITY THEREOF	09726346	12/1/2000

Trademarks

Image	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
	VALUATION MANAGEMENT SYSTEM & DESIGN (2017)	Situs Group LLC	87575509	08/18/2017	5587639	10/16/2018
SITUS	SITUS (word mark)	Situs Group LLC	78849064	3/29/06	3202017	1/23/07
SITUS	SITUS (word mark)	Situs Group LLC	77720434	4/23/09	4061813	11/29/11
THE SITUS COMPANIES	THE SITUS COMPANIES (word mark)	Situs Group LLC	85576065	3/21/12	4241547	11/13/12
	SITUS & DESIGN	Situs Group LLC	85597728	4/13/12	4237666	11/6/12
HANOVER STREET	HANOVER STREET (word mark)	Situs Group LLC	85644898	6/6/12	4299382	3/5/13
MIDAS	MIDAS (word mark)	Situs Group LLC	85681996	7/19/12	4365958	7/9/13
	RERC REAL ESTATE RESEARCH CORPORATION & DESIGN	Situs Group LLC	75405254	12/15/97	2247420	5/25/99
	RERC & DESIGN	Situs Group LLC	75858664	11/29/99	2426677	2/6/01

Image	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
	SITUS RERC & DESIGN	Situs Group LLC	86540323	2/19/2015	4830696	10/13/2015
SITUS RERC	SITUS RERC (word mark)	Situs Group LLC	86540301	2/19/2015	4812803	9/15/2015
	HANOVER STREET & DESIGN	Situs Group LLC	87210405	10/20/2016	5213508	5/30/2017
	VALUATION MANAGEMENT SYSTEM & DESIGN	Situs Group LLC	86552027	3/3/2015	4831189	10/13/2015
	THE COLLINGWOOD GROUP & DESIGN	Situs Group LLC	77871579	11/12/2009	3987704	7/05/2011
THE VOICE OF HOUSING	THE VOICE OF HOUSING (word mark)	Situs Group LLC	77871583	11/12/2009	3875825	11/16/2010
	THE COLLINGWOOD GROUP & DESIGN (2017)	Situs Group LLC	87560132	8/08/2017	5427358	03/20/2018
WE EMPOWER YOU	WE EMPOWER YOU (word mark) Class 36	Situs Group LLC	85394797	8/10/2011	4118523	3/27/2012
MOUNTAINVIEW	MOUNTAINVIEW (word mark) Class 36	Situs Group LLC	85220865	10/19/2011	4117069	3/27/2012
CLIMB HIGHER	CLIMB HIGHER (word mark) Class 36	Situs Group LLC	87232942	11/10/2016	5313428	10/17/ 2017
HEDGE OPTIX	HEDGE OPTIX (word mark) Class 36	Situs Group LLC	87233045	11/10/2016	5313429	10/17/ 2017
	MOUNTAINVIEW FINANCIAL SOLUTIONS & DESIGN Class 36	Situs Group LLC	87233027	11/10/2016	5449395	04/17/2018
	MOUNTAINVIEW FINANCIAL SOLUTIONS A SITUS COMPANY & DESIGN Class 36(Color)	Situs Group LLC	88010162	06/21/2018	5670294	02/05/2019

Image	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
CLARITY PORTAL	CLARITY PORTAL	AMERICAN MORTGAGE CONSULTANTS, INC.	88093474	27-AUG-2018		
CLARITY	CLARITY	AMERICAN MORTGAGE CONSULTANTS, INC.	88093469	27-AUG-2018		
RATE LOCK	RATE LOCK	AMERICAN MORTGAGE CONSULTANTS, INC.	88093478	27-AUG-2018		
TECH ESSENTIAL	TECH ESSENTIAL	AMERICAN MORTGAGE CONSULTANTS, INC.	88093785	27-AUG-2018		
AMC SERVICING SOLUTIONS	AMC SERVICING SOLUTIONS	AMERICAN MORTGAGE CONSULTANTS, INC.	86298880	03-JUN-2014	4667432	01/06/2015
AMC DILIGENCE	AMC DILIGENCE	AMERICAN MORTGAGE CONSULTANTS, INC.	86276073	08-MAY-2014	4666504	01/06/2015
AMC	AMC	AMERICAN MORTGAGE CONSULTANTS, INC.	86276185	08-MAY-2014	4666508	01/06/2015
QUIC	QUIC	AMC DILIGENCE, LLC	78746892	03-NOV-2005	3617588	05/05/2009
ACUITY	Acuity	AMERICAN MORTGAGE CONSULTANTS, INC.	88093482	27-AUG-2018	5680718	02/19/2019
DOCACUITY	DocAcuity	AMERICAN MORTGAGE CONSULTANTS, INC.	88093483	27-AUG-2018	5680719	02/19/2019
DYNAMC SOLUTIONS	DynAMC Solutions	AMERICAN MORTGAGE CONSULTANTS, INC.	88052946	25-JUL-2018	5755298	05/21/2019
TELAPORT	Telaport	AMERICAN MORTGAGE CONSULTANTS, INC.	88093480	27-AUG-2018	5686288	02/26/2019

Image	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
	MBMS	MBMS Incorporated	78938239	26-JUL-2006	3247342	05/29/2007
	ProMerit	MBMS Incorporated	77326200	09-NOV-2007	3431082	05/20/2008
	emBTRUST	MBMS Incorporated	77276240	11-SEP-2007	3747249	02/09/2010

Copyrights

Property	Owner	Type	App. No.	App. Date	Reg. No.	Reg. Date
Situs Video of Operations in Robbins, N.C.	Situs Group LLC	Motion Picture/AV	1-1598490741	07/18/2014	PAu00 3735-869	07/18/2014
Situs Insight Animated Video	Situs Group LLC	Motion Picture/AV	1-1753932582	09/17/2014	PAu00 3-740-934	09/17/2014
Situs University Video	Situs Group LLC	Motion Picture/AV	1-1990310842	12/18/2014	PA000 1-925-612	12/18/2014
SITUS Insight Software Copyright, Ver. 1	Situs Group LLC	Software	1-5757624176	08/25/2017	TX000 8-439-351	08/25/2017
RERC Valuation Management System (RERC VMS), Ver. 1	Situs Group LLC	Software	1-5757623966	08/25/2017	TX000 8-439-361	08/25/2017
TIGRE Software	American Mortgage Consultants, Inc.	Software	-	-	TXu001169737	12/08/2003
TIGRE Web Enabled	American Mortgage Consultants, Inc.	Software	-	-	TXu001570158	12/07/2007
The Mortgage Savings Guide	American Mortgage Consultants, Inc.	Software	-	-	TX0000729789	1981

Property	Owner	Type	App. No.	App. Date	Reg. No.	Reg. Date
LOAN REVIEW AND MORTGAGE COMPLIANCE SYSTEM	American Mortgage Consultants, Inc.	Software	-	-	TX0006083227	12/14/2004