

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Mortgagebot LLC	07/01/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Associated Bank, National Association
Street Address:	401 E. Kilbourn Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	D418123
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(414)298-8097
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-298-8321
Email:	ipadmin@reinhardtllaw.com
Correspondent Name:	L. Miller/Reinhart Boerner Van Deuren
Address Line 1:	1000 N. Water St., Ste. 1700
Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	L.MILLER/13500-0001
NAME OF SUBMITTER:	Leslie S. Miller
<b>Total Attachments: 6</b> source=MB-Patent Security Agreement#page1.tif source=MB-Patent Security Agreement#page2.tif source=MB-Patent Security Agreement#page3.tif source=MB-Patent Security Agreement#page4.tif source=MB-Patent Security Agreement#page5.tif	

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**PATENT**  
**REEL: 024640 FRAME: 0493**



## **Amended and Restated Patent Security Agreement**

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of July 1, 2010 (this "Agreement"), by Mortgagebot LLC, a Wisconsin limited liability company (which is a successor in interest to Mortgagebot Acquisition LLC, a Delaware limited liability company) ("Grantor"), in favor of Associated Bank, National Association (together with its successors and assigns, the "Secured Party"), amends and restates that certain Patent Security Agreement dated September 21, 2005 among Grantor, Comerica Bank, as Collateral Agent for the benefit of itself and the Lender, and Mortgagebot Acquisition LLC (to which Grantor is the successor in interest) (the "Prior Patent Security Agreement").

### **W I T N E S S E T H:**

WHEREAS, Grantor, Secured Party and Comerica Bank entered into a Loan and Security Agreement dated as of September 21, 2005 (the "Original Loan Agreement"), which the parties amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of September 29, 2006, and which Grantor and Secured Party are amending and restating pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, the Secured Party and Grantor have agreed to amend and restate that certain Pledge and Security Agreement dated as of September 21, 2005 among the parties hereto and others which was executed pursuant to the terms of the Original Loan Agreement (such amended and restated Pledge and Security Agreement, including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Agreement and it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities to the Lender existing under the Prior Patent Security Agreement or evidence repayment of any obligations or liabilities, and that this Agreement amend and restate in its entirety the Prior Patent Security Agreement and re-evidence the security interests previously granted in favor of Lender pursuant to the terms of the Prior Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security Interest in Patent Collateral. Grantor hereby grants to the Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent applications to which Grantor is or shall be a party, including those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, all claims by Grantor against third parties for past, present or future infringement or dilution of any Patent, and any Patent registrations issued with respect to the Patent applications referred in Schedule I.

3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Patent Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Patent Collateral with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes the Secured Party to file financing statements describing the Patent Collateral in any Uniform Commercial Code filing office deemed appropriate by the Secured Party.

5. Authorization to Supplement. Grantor shall give the Secured Party prompt notice of any additional United States patent registrations or applications therefor of Grantor after the date hereof. Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I hereto to include any future United States patent registrations or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

7. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

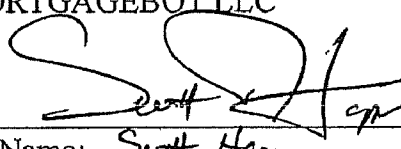
8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Patent Collateral are governed by the law of a jurisdiction other than the State of Wisconsin.

*[Signatures on following page]*

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

MORTGAGEBOT LLC

By:   
Name: Scott Happ  
Title: Pres + CEO

**ACCEPTED AND ACKNOWLEDGED BY:**

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Gregory A. Larson  
Title: Senior Vice President

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

MORTGAGEBOT LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

ASSOCIATED BANK, NATIONAL ASSOCIATION

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

Name: Gregory A. Larson

Title: Senior Vice President

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

U.S. Patent Registrations

<b>Title</b>	<b>Registration No.</b>	<b>Date of Issuance</b>	<b>Owner</b>
ICON FOR A DISPLAY SCREEN	D418123	12/28/1999	MortgageBot LLC

U.S. Patent Applications

<b>Title</b>	<b>Application No.</b>	<b>Date of Application</b>	<b>Owner</b>
NONE			