

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mortgagebot LLC	04/12/2011
RECEIVING PARTY DATA	
Name:	The Bank of Nova Scotia, as Security Agent
Street Address:	40 King Street West
Internal Address:	62nd Floor - Scotia Plaza
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5W 2X6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D418123
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	2021 - V. GILBERT
NAME OF SUBMITTER:	Judi Ehrlich
Total Attachments: 4 source=Patent Agmt-Mortgagebot LLC#page1.tif source=Patent Agmt-Mortgagebot LLC#page2.tif source=Patent Agmt-Mortgagebot LLC#page3.tif source=Patent Agmt-Mortgagebot LLC#page4.tif	

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**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 12, 2011, is made by MORTGAGEBOT LLC, a Wisconsin limited liability company ("Granting Party"), to THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as security agent for and on behalf of the Finance Parties (as defined in the Security Sharing Agreement) (in such capacity, together with its successors and assigns, "Security Agent").

PRELIMINARY STATEMENT:

WHEREAS, Granting Party, certain other "Debtors" (as defined therein) and Security Agent are parties to that certain Omnibus U.S. General Security Agreement, dated as of April 12, 2011 (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Security Agent therein, the Security Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agrees with Security Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Secured Obligations (as defined in the Security Sharing Agreement), Granting Party hereby grants to the Security Agent, for and on behalf of and for the benefit of itself and each of the other Finance Parties, a continuing security interest in and continuing lien on, its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all Patents, including, without limitation, all registrations and recordings thereof, all applications for patents and letters patent of the United States or any other country, all patent licenses held by Granting Party, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, all rights corresponding thereto throughout the world (including, without limitation, the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit), and those Patents listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS MORE FULLY SET FORTH IN SECTION 1.6 OF THE SECURITY AGREEMENT (WHICH SECTION 1.6 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

[Remainder of page intentionally left blank.]

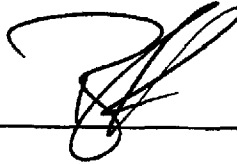
IN WITNESS WHEREOF, Granting Party has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**MORTGAGEBOT LLC**

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

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

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

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a series of loops and a final flourish.

**Exhibit A**

**Patents**

<b>Title</b>	<b>Patent No. (Appl. No.)</b>	<b>Issue Date (Appl. Date)</b>	<b>Record Owner</b>
Icon for Display Screen	D418,123	December 28, 1999	Mortgagebot LLC