

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/11/2011
CONVEYING PARTY DATA	
Name	Execution Date
Dorado Network Systems Corporation	03/11/2011
RECEIVING PARTY DATA	
Name:	Dorado Network Systems Corporation
Street Address:	1200 Park Place
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12966820
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
Phone:	9497600404
Email:	jodi.marasia@kmob.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Knobbe Martens Olson & Bear LLP
Address Line 1:	2040 Main St
Address Line 2:	14th floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	CLOGI.028C1
NAME OF SUBMITTER:	Sean Ambrosius
Total Attachments: 15 source=CoreLogic - Dorado - Merger Agreement#page1.tif	

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**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

MAR 11 2011

**AGREEMENT OF MERGER****OF****DORADO NETWORK SYSTEMS CORPORATION****A California Corporation****AND****CORELOGIC MERGER CORPORATION****A California Corporation**

THIS AGREEMENT OF MERGER (this "Agreement") is made and entered into as of March 11, 2011 by and among CORELOGIC, INC., a Delaware corporation (the "Buyer"), DORADO NETWORK SYSTEMS CORPORATION, a California corporation (the "Company"), CORELOGIC MERGER CORPORATION, a California corporation and a wholly-owned subsidiary of the Buyer (the "Merger Sub" and together with the Company, the "Constituent Corporations"). The Buyer, the Company and the Merger Sub are each referred to as, a "Party" and, collectively, as the "Parties".

**RECITALS**

A. The Buyer, the Company, the Merger Sub and Shareholder Representative Services, LLC have entered into that certain Agreement and Plan of Merger dated as of February 28, 2011 (the "Reorganization Agreement"), providing for, among other things, the execution and filing of this Agreement and the merger of the Merger Sub with and into the Company upon the terms set forth in the Reorganization Agreement and this Agreement (the "Merger").

B. The respective boards of directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that the Buyer acquires the Company through the statutory merger of the Merger Sub with and into the Company and, in furtherance thereof, have approved this Agreement, the Reorganization Agreement and the Merger.

C. This Agreement, the Reorganization Agreement and the Merger have been approved by the shareholders of the Company and by the sole shareholder of the Merger Sub.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, each of the Constituent Corporations hereby agrees that the Merger Sub shall be merged with and into the Company in accordance with the Reorganization Agreement and the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

## SECTION 1

### THE CONSTITUENT CORPORATIONS

1.1 The Company. The Company is a corporation duly organized, validly existing and in corporate and tax good standing under the laws of the State of California. As of the Closing (as defined in the Reorganization Agreement), the authorized capital stock of the Company consists of 197,207,732 shares of stock comprised of (i) 120,000,000 common shares, par value \$0.0001 per share, of which (A) 108,500,000 shares have been designated as Common Stock (the "Common Stock"), of which 47,149,522 such shares are issued and outstanding, and (B) 11,500,000 shares have been designated as Class A Common Stock (the "Class A Common Stock"), of which no shares are issued and outstanding, and (ii) 77,207,732 preferred shares, par value \$0.0001 per share, of which (A) 3,037,356 shares have been designated Series A Preferred Stock (the "Series A Preferred Stock"), of which no shares are issued and outstanding, (B) 9,800,000 shares have been designated Series B Preferred Stock (the "Series B Preferred Stock"), of which no shares are issued and outstanding, (C) 1,500,000 shares have been designated Series B-1 Preferred Stock (the "Series B-1 Preferred Stock"), of which no shares are issued and outstanding, (D) 11,870,376 shares have been designated Series C Preferred Stock (the "Series C Preferred Stock"), of which no shares are issued and outstanding, (E) 13,000,000 shares of Series D Preferred Stock (the "Series D Preferred Stock"), of which no shares are issued and outstanding, (F) 13,000,000 shares have been designated Series D-1 Preferred Stock (the "Series D-1 Preferred Stock"), of which no shares are issued and outstanding, (G) 15,000,000 shares have been designated Series D-2 Preferred Stock (the "Series D-2 Preferred Stock"), of which no shares are issued and outstanding, (H) 10,000,000 shares have been designated Series E Preferred Stock (the "Series E Preferred Stock"), of which no shares are issued and outstanding. The Company was incorporated under the laws of the State of California on July 22, 1998.

1.2 The Merger Sub. The Merger Sub is a corporation duly organized, validly existing and in corporate and tax good standing under the laws of the State of California. The authorized capital stock of the Company consists of 100 shares of common stock, no par value. As of the date of this Agreement, 100 shares of common stock of the Merger Sub are issued and outstanding and held by the Buyer. The Merger Sub was incorporated under the laws of the State of California on January 24, 2011.

## SECTION 2

### THE MERGER

2.1 The Merger. At the Effective Time (as defined in Section 2.2), and subject to and upon the terms and conditions of this Agreement, the Reorganization Agreement and the applicable provisions of the General Corporation Law of the California Corporations Code of the State of California (the "CGCL"), the Merger Sub shall be merged with and into the Company and the separate corporate existence of the Merger Sub shall cease, and the Company shall continue as the surviving corporation under the laws of the State of California (the "Surviving Corporation").

2.2 Filing and Effectiveness. This Agreement, together with the officers' certificates of each of the Constituent Corporations required by Section 1103 of the CGCL (collectively, the "Officers' Certificates"), shall be filed with the Secretary of State of the State of California at the time specified in the Reorganization Agreement. The Merger shall become effective when (i) the Closing (as defined in the Reorganization Agreement) has occurred, and (ii) this Agreement and the Officers' Certificates, executed in accordance with the CGCL, have been accepted by the Secretary of State of the State of California (such time of effectiveness, the "Effective Time").

2.3 Effect of the Merger. From and after the Effective Time, the Merger shall have the effects provided for in Section 1107 of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the Surviving Corporation shall succeed to all the rights and property of the Constituent Corporations and shall be subject to all the debts and liabilities of each of the Constituent Corporations.

2.4 Effect of the Merger on the Capital Stock of the Constituent Corporations.

2.4.1 Defined Terms. In this Agreement the following words and expressions shall have the following meanings (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"2011 Stock Plan" means an incentive equity-based compensation plan of the Company on terms to be mutually agreed by the Company and the Buyer prior to the Closing Date pursuant to which Continuing Employees who are eligible to participate in such plan shall receive in the aggregate equity-based compensation valued at \$9,000,000 as of the Closing Date that vest and become payable upon the achievement of certain performance metrics and the satisfaction of a time-based vesting schedule.

"2011 Stock Rights" means restricted stock units or other rights with respect to the capital stock of the Company granted under the 2011 Stock Plan.

"Common Stock Escrow Amount" means (x) the Escrow Amount minus (y) the Contributing Former Option Holder Escrow Amount.

"Company Certificate" means the certificate representing Company Shares (other than the Cancelled Stock).

"Company Shares" means shares of Common Stock, Class A Common Stock and/or Preferred Stock.

"Company Warrant" means all warrants to purchase or otherwise acquire Company Shares that are outstanding as of the date of the Reorganization Agreement or immediately prior to the Closing (as defined in the Reorganization Agreement).

"Contributing Former Option Holder" means Tom Lounibos.

"Contributing Former Option Holder Closing Amount" means an amount equal to (x) the Contributing Former Option Holder Merger Consideration minus (y) the Contributing Former Option Holder Escrow Amount.

"Contributing Former Option Holder Escrow Amount" means an amount equal to the product of (x) fifteen and four thousand two hundred and sixteen one thousandths of one percent (15.4216%), which amount may be minimally adjusted by mutual agreement of the Buyer and the Company, multiplied by (y) the amount of the Contributing Former Option Holder Merger Consideration.

"Contributing Former Option Holder Merger Consideration" means the aggregate amount obtained by adding the Per Option Purchase Price of each Option held by the Contributing Former Option Holder.

"Escrow Amount" means \$4,500,000.

"Final Option Payment Schedule" means a schedule detailing the Former Option Holder Aggregate Merger Consideration, the net amount of the Former Option Holder Merger Consideration payable to each Former Option Holder, the Contributing Former Option Holder Closing Amount and the Contributing Former Option Holder Escrow Amount, and, in each case, the address to which payment is to be made, which the Company is required to provide to the Buyer under Section 6.2(l)(i) of the Reorganization Agreement.

"Former Option Holder" means a former holder of Options listed on the Final Option Payment Schedule.

"Former Option Holder Aggregate Merger Consideration" means the aggregate amount of all Former Option Holder Merger Consideration listed on the Final Option Payment Schedule plus the amount of the Contributing Former Option Holder Merger Consideration.

"Former Option Holder Merger Consideration" means with respect to each Former Option Holder except the Contributing Former Option Holder, the aggregate amount obtained by adding the Per Option Purchase Price of each Option held by such Former Option Holder.

"Merger Consideration" means the aggregate amount of all payments made to the Shareholders (excluding Shareholders who hold Dissenting Shares or Cancelled Stock), plus the Former Option Holder Aggregate Merger Consideration.

"Option" means a vested option to purchase Common Stock and, for the avoidance of doubt, shall not include 2011 Stock Rights or other rights under the 2011 Stock Plan.

"Option Exercise Price" means, with respect to any Option, the per share exercise price of such Option.

"Per Option Purchase Price" means, with respect to any Option, the Per Share Purchase Price minus the Option Exercise Price of such Option.

"Per Share Purchase Price" means an amount equal to (x) \$50,000,000 less the Former Option Holder Aggregate Merger Consideration, divided by (y) the total number of Company Shares issued and outstanding immediately prior to the Effective Time (excluding for avoidance of doubt the total number of any 2011 Stock Rights awarded on or prior to the Closing Date upon the mutual agreement of the Company and the Buyer).

"Preferred Stock" means a share of the Series A Preferred Stock, the Series B Preferred Stock, the Series B-1 Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series D-1 Preferred Stock, the Series D-2 Preferred Stock or the Series E Preferred Stock.

"Shareholder" means the record holder of Company Shares then issued and outstanding.

2.4.2 Cancellation and Conversion; Consideration. At the Effective Time, by virtue of the Merger and without any further action on the part of the parties to this Agreement or the Reorganization Agreement or on the part of the Shareholders:

(a) Cancellation of Certain Shares. Each Company Share issued and outstanding and (i) held in the treasury of the Company immediately prior to the Effective Time or (ii) held by the Buyer immediately prior to the Effective Time (the "Cancelled Stock") shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Conversion. Each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than Cancelled Stock, 2011 Stock Rights and any Dissenting Shares) shall be cancelled and extinguished and automatically converted into the right to receive from the Buyer cash in an amount equal to the Per Share Purchase Price, subject to the provisions of Section 2.3 of the Reorganization Agreement and the holdback of the Common Stock Escrow Amount in accordance with the Reorganization Agreement.

(c) Cancellation of Company Stock Rights. Each then unexercised and outstanding Option (or portion thereof) that is outstanding immediately prior to the Effective Time shall be cancelled and the Former Option Holder thereof shall be entitled to receive from the Company or the Surviving Corporation, as the case may be, upon execution of a waiver, cash in an amount equal to:

(i) with respect to the Contributing Former Option Holder, the Contributing Former Option Holder Closing Amount and, subject to the provisions of Section 2.3 of the Reorganization Agreement, the Contributing Former Option Holder Escrow Amount; and

(ii) with respect to each Former Option Holder that is not the Contributing Former Option Holder, such holder's Former Option Holder Merger Consideration, if any.

(d) Assumption of 2011 Stock Rights. Each 2011 Stock Right awarded pursuant to the 2011 Stock Plan by mutual agreement of the Company and the Buyer prior to the Closing Date shall be assumed by the Buyer and converted to a right with respect to the capital stock of the Buyer based upon the exchange ratio set forth in the 2011 Stock Plan.

(e) Cancellation of Company Warrants. Each Company Warrant, whether vested or unvested, that remains issued and outstanding and unexercised immediately prior to the Effective Time shall be cancelled and terminated without payment of any Merger Consideration with respect thereto.

(f) Conversion of Merger Sub Common Stock. Each issued and outstanding share of common stock of the Merger Sub, no par value, shall be converted into one share of common stock, no par value, of the Surviving Corporation.

2.4.3 Dissenting Shares. Notwithstanding any provision of this Agreement or the Reorganization Agreement to the contrary, Company Shares outstanding immediately prior to the Effective Time and held by holders who comply in respect of such Company Shares with all of the provisions of Chapter 13 of the CGCL concerning the right of holders of such Company Shares to demand purchase for fair market value of their Company Shares in connection with the Merger (such Company Shares, "Dissenting Shares" and such holders, "Dissenting Shareholders"), shall not be converted into or represent a right to receive any portion of the Merger Consideration, but shall only become the right to receive such consideration as may be determined to be due such Dissenting Shareholder pursuant to the CGCL; provided, however, that if any Dissenting Shareholder who demands purchase for fair market value of such Dissenting Shareholder's Company Shares under the CGCL shall effectively withdraw or lose (through failure to perfect, failure to timely file an appraisal suit or otherwise) the right to appraisal, then after the Effective Time or the occurrence of such event, whichever later occurs, such holder's Company Shares shall automatically be converted into and represent only the right to receive the portion of the Merger Consideration as provided in Section 2.4.2 of this Agreement and Sections 2.2(b) and 2.3 of the Reorganization Agreement, without interest, upon surrender of the Company Certificates representing such Company Shares pursuant to Section 2.4 of the Reorganization Agreement and such holder shall no longer be a Dissenting Shareholder with respect to such Company Shares.

2.5 Stock Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed, and thereafter there shall be no further registration of transfers of the Company Shares on the records of the Company.

2.6 Articles of Incorporation. From and after the Effective Time, the articles of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided by law and such articles of incorporation.

2.7 Directors and Officers. From and after the Effective Time, the directors and officers, respectively, of the Merger Sub immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the articles of incorporation and the bylaws of the Surviving Corporation, until their respective successors shall be duly elected or appointed and qualified.

### SECTION 3

#### MISCELLANEOUS

3.1 Termination. Notwithstanding the approval of this Agreement by the shareholders of the Merger Sub and the Company, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the boards of directors of the Buyer, the Merger Sub and



the Company. Prior to the Effective Time, notwithstanding the approval of this Agreement by the shareholders of the Merger Sub and the Company, this Agreement shall terminate immediately in the event that the Reorganization Agreement is terminated as therein provided.

3.2 Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the state of California applicable to agreements executed and to be performed solely within such state, exclusive of conflicts of law principles.

3.3 Notices. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile (confirmed by telephone) or by registered or certified mail, return receipt required, postage prepaid, addressed as follows:

if to the Buyer or the Merger Sub, to:

CoreLogic, Inc.  
4 First American Way  
Santa Ana, California 92707  
Telephone: (714) 250-6400  
Facsimile: (714) 250-6917  
Attention: Office of the General Counsel

with a copy (which shall not constitute notice) to:

White & Case LLP  
633 West Fifth Street, Suite 1900  
Los Angeles, California 90071  
Telephone: (213) 620-7700  
Facsimile: (213) 452-2329  
Attention: Daniel H. Peters

if to the Company (prior to the Closing), to:

Dorado Network Systems Corporation  
1200 Park Place  
San Mateo, California 94403  
Telephone: (650) 227-7300  
Facsimile: (650) 227-7320  
Attention: Dain Ehring and Robert Carpenter

with a copy to:

Orrick, Herrington & Sutcliffe LLP  
1040 Marsh Road  
Menlo Park, California 94025-1015  
Telephone: (650) 614-7401  
Facsimile: (650) 614-7401  
Attention: John Bautista

or such other address or number as shall be furnished in writing by any such Party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, sent by facsimile and confirmed by telephone or three (3) business days after deposit into the U.S. mail by registered or certified mail, returned receipt required, postage prepaid.

3.4 Parties in Interest. This Agreement may not be transferred, assigned, pledged or hypothecated by any Party hereto, other than by operation of law, except that the Buyer may assign any of its rights, benefits and obligations hereunder to any of its affiliates or subsidiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

3.5 Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or scanned signatures, all of which taken together shall constitute one instrument.

3.6 Amendments. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

3.7 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

3.8 Third Party Beneficiaries. Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties hereto.

3.9 Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

\* \* \*

IN WITNESS WHEREOF, each of the Buyer, the Company and the Merger Sub has caused its name to be hereunto subscribed by its duly authorized signatory as of the day and year first above written.

CORELOGIC, INC.

By: 

Name: Gerald L. Hoerauf

Title: Executive Vice President

By: 

Name: Stergios Theologides

Title: Secretary

DORADO NETWORK SYSTEMS  
CORPORATION

By: 

Name: Erwin Lenowitz

Title: Chairman of the Board

By: 

Name: John V. Bautista

Title: Secretary

CORELOGIC MERGER CORPORATION

By: 

Name: Gerald L. Hoerauf

Title: Executive Vice President

By: 

Name: Stergios Theologides

Title: Secretary

Agreement of Merger  
Continued From

**OFFICERS' CERTIFICATE  
OF  
DORADO NETWORK SYSTEMS CORPORATION**

**CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Dain Ehring, Chief Executive Officer of Dorado Network Systems Corporation, and John V. Bautista, Secretary of Dorado Network Systems Corporation, hereby certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Dorado Network Systems Corporation, a California corporation (the "Company").
2. The principal terms of the Agreement of Merger in the form attached (the "Merger Agreement") providing for the merger (the "Merger") of CoreLogic Merger Corporation, a California corporation, with and into the Company were duly approved by the Board of Directors and the shareholders of the Company.
3. The outstanding shares of the Company entitled to vote on the Merger consisted of 8,659,070 shares of common stock and 38,358,567 shares of preferred stock. Pursuant to the Company's Seventh Amended and Restated Articles of Incorporation and the California Corporations Code, the vote required for the approval of the Merger is (i) the affirmative vote of the holders of a majority of the outstanding shares of common stock of the Company, voting separately as a single class, and (ii) the affirmative vote of the holders of at least a majority of the then outstanding shares of preferred stock of the Company (other than Series E Preferred Stock of the Company), voting together as a single class on an as converted basis.
4. The principal terms of the Merger Agreement were approved by the holders of at least a majority of the outstanding shares of capital stock voting as separate classes of the Company, which votes exceeded the votes required under the Company's Seventh Amended and Restated Articles of Incorporation and the California Corporations Code.

*[signature page to follow]*

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

By: 

Name: Dain Ehring

Title: Chief Executive Officer

Date: MARCH 11, 2011

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

Name: John V. Bautista


Title: Secretary

Date: \_\_\_\_\_

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

By: \_\_\_\_\_  
Name: Dain Ehling  
Title: Chief Executive Officer

Date: \_\_\_\_\_

By:   
Name: John V. Bautista  
Title: Secretary

Date: March 11, 2011

**OFFICERS' CERTIFICATE  
OF  
CORELOGIC MERGER CORPORATION**

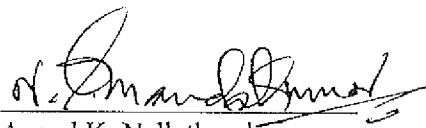
**CERTIFICATE OF APPROVAL OF MERGER**

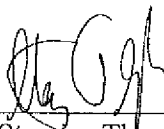
The undersigned, Anand Nallathambi, President of CoreLogic Merger Corporation, and Stergios Theologides, Secretary of CoreLogic Merger Corporation, hereby certify that:

1. They are the President and Secretary, respectively, of CoreLogic Merger Corporation, a California corporation (the "Merger Sub").
2. The principal terms of the Agreement of Merger in the form attached (the "Merger Agreement") providing for the merger (the "Merger") of the Merger Sub with and into Dorado Network Systems Corporation, a California corporation, were duly approved by the directors and the sole shareholder of the Merger Sub.
3. There were 100 shares of common stock of the Merger Sub issued and outstanding, all of which were entitled to vote on the Merger. A vote of a majority of the outstanding shares of common stock the Merger Sub was required to approve the Merger.
4. The principal terms of the Merger Agreement were approved by the written consent of the Merger Sub's sole shareholder, CoreLogic, Inc., a Delaware corporation (the "Parent"), holding one hundred percent (100%) of the Merger Sub's issued and outstanding shares, which votes exceeded the votes required.
5. No vote of the shareholders of the Parent was required to approve the Merger.

*[signature page to follow]*

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his or her own knowledge.

By:   
Name: Anand K. Nallathambi  
Title: President  
Date: March 11, 2011

By:   
Name: Stergios Theologides  
Title: Secretary  
Date: March 11, 2011





I hereby certify that the foregoing  
transcript of \_\_\_\_\_ page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

MAR 14 2011

Date: \_\_\_\_\_

*Debra Bowen*

DEBRA BOWEN, Secretary of State

**PATENT**