

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
OPTIMAL BLUE, LLC	12/28/2012
RECEIVING PARTY DATA	
Name:	Harvest Capital Credit LLC, as Administrative Agent
Street Address:	450 Park Avenue, Suite 500
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7930241
CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2023704761
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Correspondent Name:	Thomas Fahey
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F142854
NAME OF SUBMITTER:	ANDREW NASH
Total Attachments: 6 source=HCC - Optimal Blue - Executed Patent Security Agreement_1_ - 4823-0763-1890 v 1#page2.tif source=HCC - Optimal Blue - Executed Patent Security Agreement_1_ - 4823-0763-1890 v 1#page3.tif source=HCC - Optimal Blue - Executed Patent Security Agreement_1_ - 4823-0763-1890 v 1#page4.tif source=HCC - Optimal Blue - Executed Patent Security Agreement_1_ - 4823-0763-1890 v 1#page5.tif source=HCC - Optimal Blue - Executed Patent Security Agreement_1_ - 4823-0763-1890 v 1#page6.tif source=HCC - Optimal Blue - Executed Patent Security Agreement_1_ - 4823-0763-1890 v 1#page7.tif	

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SENIOR SUBORDINATED PATENT SECURITY AGREEMENT

This SENIOR SUBORDINATED PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 28, 2012, is entered into by and among **OPTIMAL BLUE, LLC**, a Texas limited liability company (the "Grantor") and HARVEST CAPITAL CREDIT LLC (the "Assignee"), as Administrative Agent pursuant to (i) that certain Senior Subordinated Guarantee and Collateral Agreement, dated as of December 28, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Senior Subordinated Guarantee and Collateral Agreement"), among the Assignee, certain of the Grantor and certain of the Grantor's affiliates, and (ii) that certain Senior Subordinated Credit Agreement, dated as of December 28, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Senior Subordinated Credit Agreement"), between, among others, certain of the Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Senior Subordinated Guarantee and Collateral Agreement or the Senior Subordinated Credit Agreement, as applicable.

WHEREAS, pursuant to the Senior Subordinated Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Senior Subordinated Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Senior Subordinated Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Patents" means all of the following included in the Collateral, (i) all patents or letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill of Grantor's business associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other county and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Senior Subordinated Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Senior Subordinated Guarantee and Collateral Agreement, the provisions of the Senior Subordinated Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Senior Subordinated Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Patent in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Senior Subordinated Guarantee and Collateral Agreement.

3. Recordation

Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Assignee.

4. Intercreditor Agreement Governs

Notwithstanding any other provision contained herein, this Agreement, the liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the Senior Agent and the Administrative Agent, the provisions of the Intercreditor Agreement shall control. So long as the Senior Agent is acting as bailee and non-fiduciary agent for perfection on behalf of the Administrative Agent pursuant to the terms of the Intercreditor Agreement, any obligation of the Grantors in this Agreement that requires (or any representation or warranty hereunder to the extent that it would have the effect of requiring) delivery of Collateral to, or the possession or control of Collateral with, the Administrative Agent shall be deemed complied with and satisfied (or, in the case of any representation or warranty hereunder, shall be deemed to be true) if such delivery of Collateral is made to, or such possession or control of Collateral is with, the Senior Agent.

5. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

HARVEST CAPITAL CREDIT LLC,
as Administrative Agent

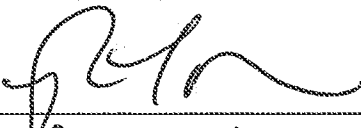
Address of Assignee:
HARVEST CAPITAL CREDIT LLC,

450 Park Avenue, Suite 500
New York, New York 10022
Attention: Mr. Ryan T. Magee
Email: rmagee@harvestcaps.com

By:

Name:

Title:



RYAN T. MAGEE

DIRECTOR

Signature Page to Senior Subordinated Patent Security Agreement

PATENT
REEL: 029548 FRAME: 0885

GRANTOR:

OPTIMAL BLUE, LLC,
as Grantor

By: 

Name: Larry Huff

Title: Co-Chief Executive Officers

Address of Grantor:

Optimal Blue, LLC
5601 Democracy Drive
Suite 245
Plano, TX 75024

Signature Page to Senior Subordinated Patent Security Agreement

PATENT
REEL: 029548 FRAME: 0886

Schedule A to PATENT SECURITY AGREEMENT

Registrations of Patents and Patent Applications

PATENTS

Title	Country	Application Number / Filing Date	Patent Number / Issue Date	Owner
MORTGAGE INFORMATION EXCHANGE PLATFORM FOR A BROKER TO SELECT A MORTGAGE LENDER	United States	09593786 6/14/2000	7930241 4/19/2011	Optimal Blue, LLC