

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5311512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TITLE AGENCY HOLDCO, LLC	01/07/2019
STATES TITLE HOLDING, INC.	01/07/2019
STATES TITLE, INC.	01/07/2019
SPEAR AGENCY ACQUISITION INC.	01/07/2019
STATES TITLE AGENCY, INC.	01/07/2019
NORTH AMERICAN TITLE COMPANY	01/07/2019
NORTH AMERICAN TITLE AGENCY, INC.	01/07/2019
NORTH AMERICAN TITLE COMPANY OF COLORADO	01/07/2019
NORTH AMERICAN TITLE, LLC	01/07/2019
NORTH AMERICAN TITLE COMPANY, LLC	01/07/2019
NASSA LLC	01/07/2019
NORTH AMERICAN ASSET DEVELOPMENT, LLC	01/07/2019

RECEIVING PARTY DATA

Name:	NORTH AMERICAN TITLE GROUP, LLC
Street Address:	760 NORTHWEST 107TH AVENUE, SUITE 400
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33172

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15616249

CORRESPONDENCE DATA

Fax Number: (312)984-7700

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.

Phone: 3129847551

Email: lgrabowski@mwe.com

Correspondent Name: L. GRABOWSKI / MCDERMOTT WILL & EMERY

Address Line 1: 444 W. LAKE STREET, SUITE 4000

Address Line 4: CHICAGO, ILLINOIS 60606-0029

PATENT

NAME OF SUBMITTER:	LAURIN GRABOWSKI
SIGNATURE:	/lauringrabowski/
DATE SIGNED:	01/07/2019
Total Attachments: 7 source=IP Security Agreement 01072019#page1.tif source=IP Security Agreement 01072019#page2.tif source=IP Security Agreement 01072019#page3.tif source=IP Security Agreement 01072019#page4.tif source=IP Security Agreement 01072019#page5.tif source=IP Security Agreement 01072019#page6.tif source=IP Security Agreement 01072019#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 7, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of North American Title Group, LLC, a Florida limited liability company (together with its successors and permitted assigns, the "Lender").

RECITALS:

WHEREAS, pursuant to the Loan Agreement, dated as of January 7, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among **TITLE AGENCY HOLDCO, LLC**, a Delaware limited liability company (the "Borrower"), **STATES TITLE HOLDING, INC.** (formerly known as Spear Holding Inc.), a Delaware corporation, **CERTAIN SUBSIDIARIES OF PARENT** party thereto from time to time, as Guarantors, North American Title Group, LLC, a Florida limited liability company (the "Lender"), the Lender has made an extension of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of January 7, 2019, executed by the Grantors in favor of the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Loan Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Lender, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the "Patent Collateral"):

- (a) all of its United States Patents including those referred to on Annex A attached hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent.

Section 3. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Lender, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”, and together with Patent Collateral, the “Intellectual Property Collateral”):

(a) all of its United States registered Trademarks including those referred to on Annex B attached hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 4. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Lender by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest and Lien in the Intellectual Property Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Section 8. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Loan Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and the Lender shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the Termination Date, upon Borrower's request, Lender will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

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

GRANTORS:

TITLE AGENCY HOLDCO, LLC, a Delaware limited liability company

STATES TITLE HOLDING, INC., a Delaware corporation

STATES TITLE, INC., a Delaware corporation

SPEAR AGENCY ACQUISITION INC., a Delaware corporation

STATES TITLE AGENCY, INC., a Delaware corporation

NORTH AMERICAN TITLE COMPANY, INC., a California corporation

NORTH AMERICAN TITLE COMPANY, an Arizona corporation

NORTH AMERICAN TITLE COMPANY, a Nevada corporation

NORTH AMERICAN TITLE COMPANY, a Florida corporation

NORTH AMERICAN TITLE COMPANY, an Illinois corporation

NORTH AMERICAN TITLE AGENCY, INC., a New Jersey corporation

NORTH AMERICAN TITLE COMPANY, a Texas corporation

NORTH AMERICAN TITLE COMPANY, a Maryland corporation

NORTH AMERICAN TITLE COMPANY OF COLORADO, a Colorado corporation

NORTH AMERICAN TITLE, LLC, a Delaware limited liability company

NORTH AMERICAN TITLE COMPANY, LLC, an Indiana limited liability company

NASSA LLC, a Florida limited liability company

NORTH AMERICAN ASSET DEVELOPMENT, LLC, a California limited liability company

By: Jefferson E. Howeth

Name: Jefferson E. Howeth

Title: Secretary

ACCEPTED AND AGREED

as of the date first above written:

NORTH AMERICAN TITLE GROUP, LLC,

as Lender

Clotilde Keller

By: _____

Name: Clotide Keller

Title: EVP/CFO/COO

Signature Page to Intellectual Property Security Agreement

PATENT
REEL: 047917 FRAME: 0662

ANNEX A

Patent Registrations/Applications


Grantor	Country	Patent	Status	Application/ Registration No.	Application/ Registration Date
States Title, Inc.	United States	Machine Learning Using Multiple Input Data Types	Pending	15/616,249	June 7, 2017

ANNEX B

Trademark Registrations/Applications

Trademark	Registration/Serial No.	Deadlines	Design	Current Owner
Like Clockwork	Filed: 10/26/1999 75/832,274 Registered: 10/15/2002 2,533,856	Renewal due 10/15/2022	Plain Word Mark	Lennar Financial Services, LLC
Miscellaneous design	Filed: 3/3/2003 76/494,000 Registered: 4/20/2004 2,833,947	Renewal due 4/20/2024		Lennar Financial Services, LLC
North American Title Company and design	Filed: 3/16/1994 74/500,677 Registered: 10/31/1995 1,930,755	Renewal due 10/31/2025		North American Title Group, LLC
NATIC design	Filed: 9/8/2014 86/388,498 Registered: 11/10/2015 4,849,158	8/15 due 11/10/2021 Renewal due 11/10/2025		North American Title Group, LLC
Simple. Done Right.	Filed: 1/24/2017 87/311,994 Registered: 8/15/2017 5,265,919	8/15 due 8/15/2023 Renewal due 8/15/2027	Plain Word Mark	North American Title Group, LLC
PENDING				
Priority Close	Filed: 7/7/2017 87/519,747	Statement of Use due 1/23/2019	Plain Word Mark	North American Title Group, LLC
AgentMarketplace	Filed: 6/13/2018 87/960,507	No current deadline	Plain Word Mark	North American Title Group, LLC
AgentMarketplace design	Filed: 6/13/2018 87/960,549	No current deadline		North American Title Group, LLC

NOTE: "Current Owner" of all above-referenced Registrations/Applications is Title Agency Holdco, LLC, as assignee of Lennar Financial Services, LLC and North American Title Group, LLC, respectively.

Grantor	Country	Mark	Status	Application/Registration No.	Application/Registration Date
States Title, Inc.	United States	STATES TITLE and Design 	Allowed - Intent to Use Notice of Allowance Issued 11/27/2018	87,887,025	04/20/2018