

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342562

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Knight IP Holding Company, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	L2 Floor, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4682027	VERASTRAT	
Registration Number:	4691687		
Registration Number:	4691689	BLACK KNIGHT	
Registration Number:	4625028	LEAD LOCATOR	
Registration Number:	4617645	BLACK KNIGHT DESKTOP	
Registration Number:	4701292	LOANSPHERE	
Registration Number:	4605335	IDISBURSE	
Registration Number:	4603300		
Registration Number:	4603301	BLACK KNIGHT FINANCIAL SERVICES	
Registration Number:	4603295	BLACK KNIGHT FINANCIAL SERVICES	
Registration Number:	4525423	CONNECTION POINT WEB SERVICES	
Registration Number:	4660402	SALESEEDGE	
Registration Number:	4372630	I PROPERTY INSIGHT EXPECT MORE.	
Registration Number:	4368432	LPS IDISBURSE	
Registration Number:	4344180	VALUATION INSIGHT	
Registration Number:	4330178	MSP	
Registration Number:	4114737	PCLENDER	
Registration Number:	3996362	PARAGON	
TRADEMARK			

OP \$1315.00 4682027

Property Type	Number	Word Mark
Registration Number:	3806178	FRAUDPREDATOR
Registration Number:	3722272	REINSIGHT
Registration Number:	3722019	REINSIGHT DATA
Registration Number:	3722014	REINSIGHT MOBILE
Registration Number:	3722018	REINSIGHT TAX
Registration Number:	3722012	REINSIGHT VOICE
Registration Number:	3748749	ONE SOURCE. POWERFUL SOLUTIONS.
Registration Number:	3701004	NEIGHBORHOOD OUTLOOK
Registration Number:	3697775	LPS APPLIED ANALYTICS
Registration Number:	3697727	LPS DESKTOP
Registration Number:	3668268	LPS
Registration Number:	3668267	LPS
Registration Number:	3733158	LENDER PROCESSING SERVICES
Registration Number:	3745754	LENDER PROCESSING SERVICES (LPS)
Registration Number:	3582497	PROPERTY INSIGHT
Registration Number:	3498421	TITLEPOINT XPRESS
Registration Number:	3498420	TITLEPOINT XPRESS
Registration Number:	3498422	TITLEPOINT
Registration Number:	3603108	HI-FI VOICESEARCH
Registration Number:	3076588	POWERCELL
Registration Number:	3076540	MOMENTUM
Registration Number:	3060536	EMPOWER
Registration Number:	3248961	TITLEPOINT
Registration Number:	2926039	TITLEPROFILE
Registration Number:	2849899	LEAD LOCATOR
Registration Number:	2852940	LENDINGSPACE
Registration Number:	2892399	VALUESURE
Registration Number:	2561727	NATIONAL TAXNET
Registration Number:	2578250	NATIONAL TAXNET
Registration Number:	2419538	RE/XPLORER
Registration Number:	1661044	PINPOINT
Serial Number:	86534145	SALESEGE
Serial Number:	86417696	VALUESURE
Serial Number:	86585152	MARKETSHARE INSIGHT

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

TRADEMARK

REEL: 005524 FRAME: 0165

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Dwayne C. Houston
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F156076

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 05/27/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 27, 2015, (this "Agreement"), Black Knight IP Holding Company, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of May 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit and Guaranty Agreement, dated as of May 27, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, Black Knight InfoServ, LLC, a Delaware limited liability company (the "Borrower"), Black Knight Financial Services, LLC, a Delaware limited liability company ("Holdings"), the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (collectively, the "Lenders" and each a "Lender"), JPMorgan Chase Bank, N.A., as Administrative Agent, Swingline Lender and L/C Issuer and Bank of America, N.A. as a Swing Line Lender and L/C Issuer. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "**IP Collateral**"):

- A. all Trademarks, including the Trademark registrations and applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office and all Exclusive Copyright Licenses, in each case, listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Release of Security Interest.** At such time as all of the Secured Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral.

SECTION 5. **Authorization.** Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks and the United States Copyright Office each record this Intellectual Property Security Agreement.

SECTION 6. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. **Conflicts.** Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLACK KNIGHT IP HOLDING COMPANY, LLC

By: 
Name Michael L. Gravelle
Title: Executive Vice President, General Counsel and
Corporate Secretary

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 005524 FRAME: 0169

ACCEPTED AND ACKNOWLEDGED:

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By:

Name:

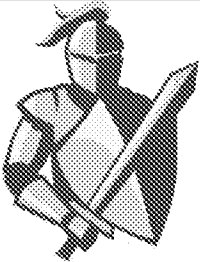


Title:





**Tina Ruyter
Executive Director**

SCHEDULE I




REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
VeraStrat	4682027	2/03/2015	Black Knight IP Holding Company, LLC
	4,691,687	2/24/2015	Black Knight IP Holding Company, LLC
BLACK KNIGHT	4,691,689	2/24/2015	Black Knight IP Holding Company, LLC
LEAD LOCATOR	4,625,028	10/21/2014	Black Knight IP Holding Company, LLC
BLACK KNIGHT DESKTOP	4,617,645	10/07/2014	Black Knight IP Holding Company, LLC
LOANSPHERE	4,701,292	3/10/2015	Black Knight IP Holding Company, LLC
IDISBURSE	4,605,335	9/16/2014	Black Knight IP Holding Company, LLC
	4,603,300	9/09/2014	Black Knight IP Holding Company, LLC
 BLACK KNIGHT FINANCIAL SERVICES	4,603,301	9/09/2014	Black Knight IP Holding Company, LLC
BLACK KNIGHT FINANCIAL SERVICES	4,603,295	9/09/2014	Black Knight IP Holding Company, LLC

Trademark	Registration Number	Registration Date	Owner
	4,525,423	5/06/2014	Black Knight IP Holding Company, LLC
SALESEEDGE	4,660,402	12/23/2014	Black Knight IP Holding Company, LLC
	4,372,630	7/23/2013	Black Knight IP Holding Company, LLC
LPS IDISBURSE	4,368,432	7/16/2013	Black Knight IP Holding Company, LLC
VALUATION INSIGHT	4,344,180	5/28/2013	Black Knight IP Holding Company, LLC
MSP	4,330,178	5/07/2013	Black Knight IP Holding Company, LLC
PCLENDER	4,114,737	3/20/2012	Black Knight IP Holding Company, LLC
PARAGON	3,996,362	7/19/2011	Black Knight IP Holding Company, LLC
FRAUDPREDATOR	3,806,178	6/22/2010	Black Knight IP Holding Company, LLC
REINSIGHT	3,722,272	12/08/2009	Black Knight IP Holding Company, LLC
REINSIGHT DATA	3,722,019	12/08/2009	Black Knight IP Holding Company, LLC
REINSIGHT MOBILE	3,722,014	12/08/2009	Black Knight IP Holding Company, LLC
REINSIGHT TAX	3,722,018	12/08/2009	Black Knight IP Holding Company, LLC
REINSIGHT VOICE	3,722,012	12/08/2009	Black Knight IP Holding Company, LLC
ONE SOURCE. POWERFUL SOLUTIONS.	3,748,749	2/16/2010	Black Knight




Schedule I

TRADEMARK
REEL: 005524 FRAME: 0172

Trademark	Registration Number	Registration Date	Owner
			IP Holding Company, LLC
NEIGHBORHOOD OUTLOOK	3,701,004	10/27/2009	Black Knight IP Holding Company, LLC
LPS APPLIED ANALYTICS	3,697,775	10/20/2009	Black Knight IP Holding Company, LLC
LDS DESKTOP	3,697,727	10/20/2009	Black Knight IP Holding Company, LLC
	3,668,268	8/18/2009	Black Knight IP Holding Company, LLC
LPS	3,668,267	8/18/2009	Black Knight IP Holding Company, LLC
LENDER PROCESSING SERVICES	3,733,158	1/05/2010	Black Knight IP Holding Company, LLC
LENDER PROCESSING SERVICES (LPS)	3,745,754	2/09/2010	Black Knight IP Holding Company, LLC
	3,582,497	3/03/2009	Black Knight IP Holding Company, LLC
	3,498,421	9/09/2008	Black Knight IP Holding Company, LLC
TITLEPOINT XPRESS	3,498,420	9/09/2008	Black Knight IP Holding Company, LLC
TITLEPOINT	3,498,422	9/09/2008	Black Knight IP Holding Company, LLC
HI-FI VOICESEARCH	3,603,108	4/07/2009	Black Knight IP Holding Company, LLC
POWERCELL	3,076,588	4/04/2006	Black Knight IP Holding Company, LLC
MOMENTUM	3,076,540	4/04/2006	Black Knight IP Holding Company, LLC

Schedule I

TRADEMARK
REEL: 005524 FRAME: 0173

Trademark	Registration Number	Registration Date	Owner
EMPOWER	3,060,536	2/21/2006	LLC Black Knight IP Holding Company, LLC
	3,248,961	6/05/2007	Black Knight IP Holding Company, LLC
TITLEPROFILE	2,926,039	2/08/2005	Black Knight IP Holding Company, LLC
LEAD LOCATOR	2,849,899	6/01/2004	Black Knight IP Holding Company, LLC
LENDINGSPACE	2,852,940	6/15/2004	Black Knight IP Holding Company, LLC
	2,892,399	10/12/2004	Black Knight IP Holding Company, LLC
NATIONAL TAXNET	2,561,727	4/16/2002	Black Knight IP Holding Company, LLC
	2,578,250	6/11/2002	Black Knight IP Holding Company, LLC
RE/XPLORER	2,419,538	1/9/2001	Black Knight IP Holding Company, LLC
PINPOINT	1,661,044	10/15/1991	Black Knight IP Holding Company, LLC

TRADEMARK APPLICATIONS

Title	Application Number	Application Date	Owner
SALESEDGE	86/534,145	2/13/2015	Black Knight IP Holding Company, LLC
VALUESURE	86/417,696	3/17/2015	Black Knight IP Holding Company, LLC
MARKETSHARE INSIGHT	86/585,152	4/2/2015	Black Knight IP Holding Company, LLC

Schedule I

TRADEMARK
REEL: 005524 FRAME: 0174

SCHEDULE II

PATENTS

Patent	Reg. No.	Reg. Date	Owner
SYSTEM FOR DEVELOPING DATA COLLECTION SOFTWARE APPLICATIONS	6959429	10/25/2005	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)

PATENT APPLICATIONS

Patent	App. No.	App. Date	Owner
SYSTEM FOR ESTIMATING PROPERTY TAXES	14/525591	10/28/2014	Black Knight IP Holding Company, LLC

SCHEDULE III

REGISTERED COPYRIGHTS

Title	Reg. No.	Reg. Date	Owner
Accounting Softwhere, winter 1984	TX0001492146	11/09/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Agent Broker Website Design Code	TX0001166139	06/22/04	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Client Website #1	TX0005974413	07/14/04	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Client Website #2	TX0005974414	07/14/04	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Client Website #3	TX0005974415	07/14/04	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Softwhere. Banking/Finance	TX0001440472	10/03/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Softwhere. Engineering	TX0001440473	10/03/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Softwhere. Health Care	TX0001391660	05/04/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Softwhere. Insurance	TX0001440469	10/03/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Softwhere. Legal	TX0001487276	11/09/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Softwhere. Real Estate	TX0001290969	01/23/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)
Softwhere. Real Estate	TX0001440471	10/03/84	Black Knight IP Holding Company, LLC (F/K/A LPS IP Holding Company, LLC)

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES:

None.

Schedule III