

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The First American Corporation		06/02/2010	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1861172	CERTIFAX
Registration Number:	2369844	MLS PASSPORT
Registration Number:	2405014	MARKETLINX SOLUTIONS
Registration Number:	2485001	CITY.SERVE
Registration Number:	2490483	METRO.SERVE
Registration Number:	2563195	MARKETLINX.TEMPO
Registration Number:	2782191	MLXCHANGE
Registration Number:	2802701	MLXCHANGE
Registration Number:	2807896	MARKETLINX
Registration Number:	3004098	NEWPORTWORKS
Registration Number:	1596384	
Serial Number:	78631625	TRANSACTION MANAGER
Registration Number:	1639396	EXCELIS
Registration Number:	1684806	EXCELIS

OP \$515.00 1861172

Registration Number:	1823454	FLOODCERT
Registration Number:	1674460	FIRST AMERICAN REAL ESTATE TAX SERVICE
Registration Number:	1822104	SMART
Registration Number:	3166013	LIENWATCH
Registration Number:	2354161	NET.MLS
Registration Number:	2796517	MIRROR.SERVE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0183
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	06/14/2010

Total Attachments: 8  
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**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 2, 2010 is made by The First American Corporation, a California corporation, located at Information Solutions Group, The First American Corporation, 4 First American Way, Santa Ana, CA 92707, Attn: Office of the General Counsel (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Collateral Agent (the "Agent") for itself and the Secured Parties, parties to the Third Amended and Restated Credit Agreement, dated as of April 12, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The First American Corporation (the "Borrower"), the Lenders and the Administrative Agent.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Secured Parties have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 12, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) of such Grantor to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of all the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE FIRST AMERICAN CORPORATION

By:   
Name: Kenneth DeGiorgio  
Title: SUPV  
Date: 5/13/2010

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent for the Secured Parties

By: \_\_\_\_\_  
Name:  
Title:  
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE FIRST AMERICAN CORPORATION

By: \_\_\_\_\_  
Name:  
Title:  
Date:

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent for the Secured Parties

By: *Peter B. Thauer*  
Name:  
Title: **Peter B. Thauer**  
          **Executive Director**  
Date: *5/11/10*

ACKNOWLEDGMENT OF GRANTOR

STATE OF California  
COUNTY OF Orange )<sup>SS</sup>

On the 13 day of May, 2010, before me personally came Kenneth DeGiorgio, who is personally known to me to be the SVP of The First American Corporation, a California corporation; who, being duly sworn, did depose and say that ~~she~~/he is the SVP in such company, the company described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Kim M. Tilo  
Notary Public

(PLACE STAMP AND SEAL ABOVE)





**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Registered Holder</b>	<b>Registration Number</b>	<b>Trademark</b>
First American Corporation, The	1861172	CERTIFAX
First American Corporation, The	2369844	MLS PASSPORT
First American Corporation, The	2405014	MARKETLINX SOLUTIONS & Design
First American Corporation, The	2485001	CITY.SERVE (Stylized)
First American Corporation, The	2490483	METRO.SERVE
First American Corporation, The	2563195	MARKETLINX.TEMPO
First American Corporation, The	2782191	MLXCHANGE
First American Corporation, The	2802701	MLXCHANGE
First American Corporation, The	2807896	MARKETLINX
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First American Corporation, The	1596384	
First American Corporation, The	78631625	TRANSACTION MANAGER
First American Corporation, The	1639396	EXCELIS
First American Corporation, The	1684806	EXCELIS

Registered Holder	Registration Number	Trademark
First American Corporation, The	1823454	FLOODCERT
First American Corporation, The	1674460	FIRST AMERICAN REAL ESTATE TAX SERVICE
First American Corporation, The	1822104	SMART
First American Corporation, The	3166013	LIENWATCH
First American Corporation, The	2354161	NET.MLS
First American Corporation, The	2796517	MIRROR.SERVE