

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT is made and entered into this 4th day of August, 2015, by and between FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, having a principal place of business at 1 First American Way, Santa Ana, California 92707 ("LICENSOR") and Colony Abstract Co., Inc., with principal office located at 283 Second Street Pike, Suite 190, Southampton, PA 18966 ("LICENSEE").

W I T N E S S E T H:

WHEREAS, LICENSOR owns United States trademark and service mark registrations and applications for the Marks identified in Schedule A attached hereto (the "Marks");

WHEREAS, LICENSEE has an Agency Agreement or Limited Agency Agreement with LICENSOR ("Agency Agreement");

WHEREAS, LICENSEE has expressed its desire to use the Marks on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and obligations set forth herein, the parties hereto agree as follows:

1. **Grant of License.** LICENSOR hereby grants to LICENSEE upon the terms and conditions hereinafter set forth, the non-exclusive, nontransferable, royalty-free, and non-sub-licensable license to use only the Marks set forth in Exhibit A, subject to the Use Restrictions/Requirements contained in Exhibit A.
2. **Royalty Payments.** This license shall be royalty-free.
3. **Ownership.** LICENSOR is the sole and exclusive owner of, or has a license to, all right, title and interest in and to the Marks; LICENSEE's license to use the Marks is derived solely from this Agreement and all usage of the Marks by LICENSEE and any goodwill established thereby shall inure to the exclusive benefit of LICENSOR.
4. **Quality Control.** LICENSEE acknowledges the importance to LICENSOR of its reputation and goodwill and to the public of maintaining high, uniform standards of quality in the products and services sold under the Marks. LICENSEE therefore agrees to maintain standards

of quality as may be set or adopted by LICENSOR from time to time, and to follow standards of quality or specifications as may be set or adopted by LICENSOR from time to time, which relate to the type, nature or quality of the products or services sold or offered under the Marks. To determine whether LICENSEE is complying with this Agreement and the quality controls set forth herein, LICENSOR shall have the right at any time to inspect the quality of the products, documents, or services used in conjunction with the Marks to ensure that the quality is as required above. LICENSOR reserves the right during business hours to inspect any of LICENSEE premises, and LICENSEE agrees to permit inspection of LICENSEE'S premises and to fully cooperate with representatives of LICENSOR during any such inspection.

5. **Form of Use.** LICENSEE agrees to use the Marks only in connection with the products or services covered by the trademark registrations or applications for the Marks, and use the Marks, Copyrighted Material and Copyrights only in the form and manner and with appropriate legends, e.g., ©, ®, or ™ as prescribed from time to time by LICENSOR. LICENSOR reserves the right to review all materials or documents which bear the Marks for proper trademark usage. LICENSEE shall indicate LICENSOR'S ownership of the Marks, by including an acknowledgment or footnote on promotional literature and/or packaging in a form substantially similar to the following: "First American Title Insurance Company is a trademark owned and licensed by The First American Title Insurance Company."

LICENSEE shall not knowingly or intentionally: (a) take, maintain or direct any action that is inconsistent with LICENSOR'S ownership of the Marks; (b) assert any claim of right in or ownership of LICENSOR'S Marks or challenge LICENSOR'S right, title, interest in, or ownership of, the Marks, or any registrations therefore; (c) apply for, or cause any other entity to apply for, the registration of any logo, symbol, trademark, service mark, company or corporate name, product name, domain name or commercial slogan which (i) consists in whole or in part of the Marks, or (ii) is confusingly similar to the Marks; or (d) take any action with respect to the Marks that would diminish or dilute the value, reputation or goodwill of the Marks or that would otherwise denigrate the image and reputation of LICENSOR, tarnish the Marks, or harm LICENSOR'S goodwill in the Marks.

6. **Notification of Infringements and Claims.** LICENSEE shall immediately notify LICENSOR of any apparent infringement of or challenge to LICENSEE use of the Marks, or claim by any person of any rights in the Marks. LICENSOR shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, proceeding in the United States Patent and Trademark Office, or other proceeding arising out of any such infringement, challenge or claim. LICENSEE agrees to execute any and all instruments and documents, and to do such acts and things as, in the opinion of LICENSOR and/or LICENSOR'S counsel, may be reasonably necessary or advisable to protect and maintain the interests of LICENSOR in any such litigation, proceeding in the United States Patent and Trademark Office, or other proceeding.

7. **Term.** This Agreement shall continue in force and effect to run coterminous with the Agency Agreement or for such time as the terms of this Agreement are fulfilled without breach, or unless the Agreement is terminated as provided for in Paragraph 8. If the Agency Agreement terminates, this Agreement shall immediately terminate, and become null and void.

8. **Termination.** LICENSOR may terminate this License at any time in its sole discretion upon thirty (30) days prior written notice to LICENSEE. Should LICENSEE breach any material term in this Agreement, the License shall immediately lapse and terminate without prior written notice.

9. **Effect of Termination.** Upon termination of this Agreement, LICENSEE agrees to immediately discontinue all use of the Marks and any similar terms, destroy any pre-printed materials containing the Marks, remove any Marks, from its website, if applicable, and that all rights in the Marks, and the goodwill connected therewith shall remain the property of LICENSOR.

10. **Indemnity.** LICENSEE agrees to indemnify and hold LICENSOR and its subsidiaries, affiliates, stockholders, directors, officers, employees, agents and assignees harmless against, and to reimburse them for, any loss, liability, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including, without limitation, reasonable accountants' fees, attorneys' fees and court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with LICENSEE use or licensing of the Marks.

11. **Disclaimer of Warranties and Limitation of Liability.** FIRST AMERICAN DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF VALIDITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FIRST AMERICAN BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES HEREUNDER.

12. **Assignment.** This Agreement may not be voluntarily or involuntarily assigned, sold, pledged, hypothecated or otherwise transferred by LICENSEE without the prior written approval of LICENSOR, and any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights or interests in the Marks to such assignee. LICENSOR shall have the right to transfer or assign all or any part of its rights or obligations hereunder to any person or legal entity.

13. **Waiver.** The waiver by either party of a breach or provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by such other party.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective executors, administrators, heirs, and successors in interest.

15. **Severability.** The invalidity, illegality or unenforceability of any provision hereof shall not in any way affect, impair, invalidate or render unenforceable this Agreement or any other provision thereof.

16. **General.** The paragraph headings are for information only and this Agreement shall not be construed by reference thereto. Except to the extent governed by the Lanham Act (15 U.S.C. Section 1051 et seq.), the validity, construction and enforceability of this Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written above.

FIRST AMERICAN TITLE INSURANCE COMPANY (LICENSOR)

By: John T. LaJoie
Its: VP - Senior Operations Counsel - Agency Operations

**COLONY ABSTRACT CO., INC.
(LICENSEE)**

By: 

Its: PRESIDENT

Also attached: EXHIBIT A

EXHIBIT A

A. Licensed Marks:



*A Policy-Issuing Agent of
First American Title Insurance Company*

B. Use Restrictions/Requirements

- Marks may be used on Licensee's website, marketing material, and policy jackets.
- Marks may not be used in close proximity with Licensor's competitors' name/marks, **unless** competitor's marks are not placed above Licensor Marks, and are not in a font larger than that used for Licensor Marks.
- Area of Isolation: The logo area of isolation should be respected by not placing any design in the bottom margin, on either side, or above the logo for a space that is equivalent to the height of the eagle (3/8").
- The following disclaimer must be included:
First American Title Insurance Company makes no express or implied warranty respecting the information presented and assumes no responsibility for errors or omissions. First American, the eagle logo, First American Title, and firstam.com are registered trademarks or trademarks of First American Financial Corporation and/or its affiliates.