

Exhibit D

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into effective as of the 12th day of ~~December~~ ^{December} 2015 ("Assignment Effective Date"), by and among Old Republic National Title Insurance Company, a Florida insurance corporation ("ORNTIC"), Attorneys' Title Insurance Fund, Inc. ("ATIF"), and Attorneys' Title Insurance Fund, a Florida Business Trust ("Fund Trust"). ORNTIC, ATIF, and Fund Trust may each be referred to herein as a "Party" or may be referred to jointly as the "Parties."

WHEREAS, the Parties entered into a certain Master Agreement dated ~~November 12th~~ ^{December} 2015 (the "Master Agreement"), under which, among other terms and conditions, certain Parties conveyed certain assets, including without limitation certain intellectual property rights and assets, to other Parties; and

WHEREAS, the Parties are required to execute and deliver this Assignment as a condition of closing pursuant to the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all Parties, subject to the terms and conditions of the Master Agreement, the Parties hereby agree as follows:

1.0 Unless otherwise defined herein, terms defined in the Master Agreement and used herein have the meaning given to them in the Master Agreement.

2.0 "Transferred IP" means

(i) all common law and registered trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers owned (in whole or in part) by ATIF or Fund Trust or used by ATIF anywhere in the world (the "Marks"), together with all registrations and applications, and goodwill associated with any of the foregoing, and including, without limitation, all trademarks, service marks, names, identifiers, applications and registrations listed on Exhibit A attached hereto;

(ii) all domain names and social media identifiers that incorporate, in whole or in part, or are confusingly similar with, the Marks and all goodwill associated therewith (the "Domains"), together with all advertising keyword rights associated with any such Domains;

(iii) all software (including without limitation all source code, object code, databases and related documentation), websites (including without limitation all static web content, source code and object code used to generate, format, or deliver content through a website and all databases used by any of the foregoing), all "apps" and related software and content adapted for use on mobile devices, and all databases (including without limitation all source code, object code, databases and related documentation), owned (in whole or in part) by ATIF or Fund Trust and used by Attorneys' Title Fund

Services, LLC (ATFS) (the "Software") and all copies thereof, including without limitation all copyrights, performance rights, attribution rights, and moral rights or waivers of moral rights relating thereto, and all registrations and applications relating thereto including without limitation those listed on Exhibit A attached hereto;

(iv) all rights in and to all works of authorship not included in the Software that are, owned (in whole or in part) by ATIF or Fund Trust, (the "Works") and all copies thereof, including without limitation all copyrights, performance rights, attribution rights, and moral rights or waivers of moral rights relating thereto, and all registrations and applications relating thereto including without limitation those listed on Exhibit A attached hereto;

(v) all ideas, processes, inventions, trade secrets, or improvements, whether patentable or not and whether secret or not, owned (in whole or in part) by ATIF or Fund Trust (the "Inventions");

(vi) all waivers, consents, and licenses (express or implied) to copy, publish, perform, make derivatives from, or otherwise license, transfer, use or exploit any portion of any of the Marks, Domains, Software, Works or Inventions in any way and in any geographic territory;

(vii) all proceeds, products, rents and profits of or from any and all of the foregoing Marks, Domains, Software, Works and Inventions; and

(viii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing anywhere in the world.

3.0 Assignment. ATIF and Fund Trust (jointly "Assignors") hereby perpetually and irrevocably transfer contribute, grant, sell, conveys, assign, release, and deliver to ORNTIC ("Assignee") any and all right, title and interest in and to the Transferred IP, and any derivative works, modifications, or improvements thereof, that Assignors have or may have throughout the world.

4.0 Assignors agree to cooperate with Assignee upon Assignee's request, and for no additional consideration, to perfect, secure, register, record, and otherwise document Assignee's rights to the Transferred IP, including, without limitation, executing such separate assignments, certifications, and other documents as Assignee may deem necessary or desirable.

5.0 To the extent any separate assignments are executed and/or recorded in connection with any Transferred IP, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described in this Assignment and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

6.0 Assignors hereby authorize Assignee, its successors and assigns, to take any appropriate action in connection with Transferred IP, in the name of the Assignor.

7.0 Assignors agree to take no position, and to assert no claim, adverse or contrary to Assignee or ATFS with respect to any use, application to register, registration, license, derivative, improvement, or assignment of any Transferred IP.

8.0 To the maximum extent permitted by applicable law, assignors hereby waive, and agree to waive in the future, on behalf of themselves, their owners, their subsidiaries, their affiliates, their officers and their employees, all moral rights, attribution rights or similar rights related to the Transferred IP.

9.0 To the maximum extent permitted by applicable law, Assignors agree not to challenge, or assist any third party in challenging, the validity or enforceability of any Transferred IP.

10.0 Miscellaneous Terms.

(i) The provisions, terms, and conditions of the Master Agreement and this Assignment represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, documents, negotiations, and/or discussions (whether oral or written) between the Parties. No supplement, amendment, or modification to this Assignment shall be valid, enforceable, or binding upon the Parties unless made in writing and signed by an authorized representative of all Parties.

(ii) The assignments and transfers of rights under Section 3.0 (Assignment) of this Assignment by Assignor shall be effective as of the Assignment Effective Date and irrevocable. The term of the remaining provisions of this Assignment shall be twenty (20) years from the Assignment Effective Date.

(iii) Assignors may not assign, transfer, charge or otherwise deal with Assignors' obligations under this Assignment without the prior written consent of Assignee. Assignors further agree that Assignee may freely assign or transfer this Assignment and any rights and duties it has hereunder and that all Assignors' obligations and duties under this Assignment shall inure to the benefit of the successors and assigns of Assignee and shall be binding upon Assignors' heirs, assigns, administrators and representatives.

(iv) In the event any one or more of the provisions of this Assignment shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Assignment shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held. To the extent reasonably possible and practicable, the invalid, void, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable valid, legal, and enforceable provision(s) which best reflects the Parties' intentions underlying the replaced invalid, void, illegal, or unenforceable provision(s).

(v) The failure of any Party to insist upon the performance of any obligations, terms, or conditions of this Assignment, to exercise any right or privilege conferred hereunder, or to enforce any remedies or penalties resulting from any breach hereof, shall

not be construed as a waiver of any such obligations, terms, conditions, rights, privileges, remedies, or penalties. No obligation, term, condition, right, privilege, remedy, or penalty shall be deemed waived, and no breach of this Assignment shall be deemed consented to, unless and until such waiver or consent is specifically expressed in a writing signed by the Party claimed to have so waived or consented. No such written waiver shall constitute a waiver of any other obligation, term, condition, right, privilege, remedy, or penalty hereunder, and no such written consent shall constitute a consent to any other breach hereof.

(vi) This Assignment, and any amendments hereto, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. Each Party hereby submits itself for the sole purpose of this Assignment and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Florida, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. Each Party agrees to comply with any and all applicable laws, statutes, rules, and regulations with respect to its respective obligations and performance under this Assignment.

(vii) The headings of the sections in this Assignment are for the purposes of convenient reference only and are not intended to be part of this Assignment, or to limit or affect the meaning or interpretation of any of the terms hereof.

(viii) This Assignment may be recorded in unredacted form in the United States Patent and Trademark Office, the United States Copyright Office, or in any other governmental agency or record that Assignee deems prudent or necessary and no such recording shall be deemed or treated as a breach of any confidentiality or nondisclosure right or agreement among or between any of the Parties.

(ix) This Assignment may be executed in one or more counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Assignment.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective duly authorized officers or agents as of the date first set forth above.

ATTEST:

OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

By: W. T. C.

By: M. B.

ATTEST:

ATTORNEYS' TITLE INSURANCE FUND,
INC.

By: Gayatri Pandhar

By: [Signature]

ATTEST

ATTORNEYS' TITLE INSURANCE FUND,
A FLORIDA BUSINESS TRUST

By: Gayatri Pandhar

By: [Signature]

Exhibit A – Applications and Registrations**MARKS:**

Mark	CNTRY	Application #	File Date	Reg Date	Registration #
THE FUND ASSEMBLY	US	85/142,327	09/30/2010	11/08/2011	4,051,858
FUND TITLE NOTES	US	85/142,407	09/30/2010	11/22/2011	4,058,601
FUND TITLE NOTES	US	85/364,517	07/06/2011	05/01/2012	4,134,450
FUNDNET	US	85/142,357	09/30/2010	11/08/2011	4,051,859
THE FUND CONCEPT	US	85/142,298	09/30/2010	10/18/2011	4,040,776
THE FUND CONCEPT	US	85/154,838	10/18/2010	11/08/2011	4,051,920
THE FUND	US	85/141,919	09/30/2010	11/27/2012	4,250,567
THE FUND	US	85/141,932	09/30/2010	11/22/2011	4,058,595
THE FUND	US	85/141,949	09/30/2010	11/08/2011	4,051,849
THE FUND	US	85/141,957	09/30/2010	11/08/2011	4,051,850
4REAL (stylized and/or with design)	US	85/146,217	10/06/2010	06/07/2011	3,973,742
ATIDS XE (stylized and/or with design)	US	85/146,135	10/06/2010	11/08/2011	4,051,890
ATIDS XE THE NEXT GENERATION (stylized and/or with design)	US	85/146,180	10/06/2010	11/08/2011	4,051,891
DOUBLE TIME (stylized and/or with design)	US	85/146,268	10/06/2010	11/22/2011	4,058,639
ATIDS (stylized and/or with design)	US	85/154,362	10/16/2010	11/15/2011	4,055,132
NOW YOU KNOW	US	75/419,795	01/20/1998	06/22/1999	2,255,172
NOW YOU KNOW	US	75/419,796	01/20/1998	05/25/1999	2,247,466
THE FLORIDA FUND	US	75/279,225	04/22/1997	06/08/1999	2,252,081
FUND HOME INFO	US	85/154,779	10/18/2010	11/01/2011	4,048,010
PROPEL (stylized and/or with design)	US	85/146,314	10/06/2010	11/22/2011	4,058,642
FUND ALERT	US	85/154,366	10/16/2010	11/08/2011	4,051,918
ATIDS	US	85/154,886	10/18/2010	11/08/2011	4,051,921
ATIDS	US	76/102,373	08/03/2000	11/27/2001	2,512,216
DOUBLETIME	US	75/163,094	09/09/1996	04/28/1998	2,154,279
PROPEL	US	75/405,948	12/16/1997	04/10/2001	2,442,995
ATIDS XE	US	77/494,156	06/09/2008	09/29/2009	3,690,277
ATIDS XE	US	85/154,908	10/18/2010	11/08/2011	4,051,922
4REAL	US	75/162,602	09/09/1996	04/17/2001	2,444,622
THE FUND (stylized and/or with design)	US	73/750,862	09/09/1988	09/11/1990	1,613,190

REGISTERED SOFTWARE AND WORKS:

Owner	Work	Reg. No.	Reg. Year
Attorneys' Title Insurance Fund, Inc.	ATIDS Mainframe Source Code + JCL.	TXu001743448	2011
Attorneys' Title Insurance Fund, Inc.	DoubleTime Source Code.	TXu001758854	2011
Attorneys' Title Insurance Fund, Inc.	Fund Procedures Handbook.	TX0007357682	2009
Attorneys' Title Insurance Fund, Inc.	Fund Procedures Handbook.	TX0007357464	2007
Attorneys' Title Insurance Fund, Inc.	Fund Title Notes.	TX0007404737	2009
Attorneys' Title Insurance Fund, Inc.	MGA Source Code.	TXu001737147	2011

UNREGISTERED SOFTWARE AND WORKS:

Work/Software
Title Plant and all software, data, documentation relating thereto, and all copies thereof.

INTELLECTUAL PROPERTY LICENSE

This Intellectual Property License (this "License") is entered into effective as of the 12th day of December 2015 ("License Effective Date"), by and among Old Republic National Title Insurance Company, a Florida insurance corporation ("ORNTIC" or "Licensor"), and Attorneys' Title Insurance Fund, Inc. and Attorneys' Title Insurance Fund, a Florida business trust (severally referred to as "Licensee"). ORNTIC, ATIF and Attorneys' Title Insurance Fund, a Florida business trust may each be referred to herein as a "Party" or may be referred to jointly as the "Parties."

WHEREAS, the Parties entered into a certain Master Agreement dated ~~November~~ December 12th 2015 (the "Master Agreement"), under which, among other terms and conditions, certain Parties conveyed certain assets, including without limitation certain intellectual property rights and assets, to other Parties;

WHEREAS, the Parties further entered into a certain Intellectual Property Assignment dated ~~November~~ December 12th 2015 (the "IP Assignment") in connection with the Master Agreement, under which, among other terms and conditions, certain Parties assigned certain intellectual property and related rights to ORNTIC; and

WHEREAS, the Parties are required to execute and deliver this License as a condition of closing pursuant to the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all Parties, subject to the terms and conditions of the Master Agreement and the IP Assignment, the Parties hereby agree as follows:

1.0 Unless otherwise defined herein, terms defined in the Master Agreement and used herein have the meaning given to them in the Master Agreement; and terms defined in the IP Assignment and used herein have the meaning given to them in the IP Assignment.

2.0 "Licensed Marks" means those trademarks and service marks identified as "Licensed Marks" on Exhibit A attached hereto.

3.0 "Licensed Services" means any service that does not compete with a service or product offered by ORNTIC or any of its respective parents, subsidiaries or affiliates, and can be legally provided by Licensee. For avoidance of doubt, it is understood and agreed that "Licensed Services" shall, in no circumstance, be construed to include: operating as a title insurer or title insurance agent.

4.0 Service Mark License:

(i) Licensor hereby grants to Licensee a non-exclusive, limited right and license to use the Licensed Marks in connection with the Licensed Services, in the United States, for the term of, and subject to, the terms and conditions of this License. The rights granted to Licensee in this Section 4.0(i) are personal to Licensee and may not be

sublicensed, assigned or transferred by Licensee without the express, prior, written consent of Licensor. Any attempt to sublicense, assign or transfer such rights, or this License, without Licensor's prior written consent will be null and void.

(ii) In the event that any competitor, agency, third party, customer or prospect of Licensee threatens or institutes any litigation, regulatory or arbitration proceeding in connection with such services, or asserts that any Licensed Mark is invalid or unenforceable, Licensee will immediately notify Licensor of such complaint, threat, or proceeding, and will do so in writing.

(iii) Licensee will use the Licensed Marks in relation to the Licensed Services in accordance with standards, specifications, and instructions approved by Licensor, and only in relation to such Licensed Services. Licensor is familiar with the quality of the services offered by Licensee as of the License Effective Date and Licensor hereby acknowledges and agrees that the current level of quality is sufficient for services performed in connection with the Licensed Marks.

(iv) Licensor will have the right, at all reasonable times, to inspect the records of Licensee relating to services performed, and goods distributed, in connection with the Licensed Marks, as Licensor considers necessary to carry out the purposes of inspection and as part of appropriate program of quality control. In the event Licensor, in its sole discretion, determines that the level of quality of the Licensed Services has fallen below the level of quality of the services performed by Licensee as of the License Effective Date, or, if such services were not being performed as of the License Effective Date, Licensor determines that the level of quality of such services is unacceptable, Licensee will, within thirty (30) days, improve the quality of such services to a level deemed satisfactory by Licensor, or will cease to offer such services. Licensee will not use any Licensed Mark in connection with a good (as opposed to a service) without the prior written consent of Licensor.

(v) Licensee will comply with all laws, regulations, and interpretations thereof pertaining to the performance, sale, promotion and distribution of the Licensed Services, and will perform all Licensed Services in an honest and lawful manner and so as to avoid any unreasonable dangers to the purchasers of Licensed Services and to members of the public.

(vi) Licensee will not register, or use, or attempt to register or use any trademark, service mark, domain name, or social media identifier, or purchase or use any advertising keyword, identical or confusingly similar to any Licensed Mark or to any other trademark, service mark, domain name, or social media identifier used by Licensor or ORNTHC or ATFS or any of their respective parents, subsidiaries or affiliates, without Licensor's prior written consent, which may be granted or withheld in Licensor's sole discretion.

5.0 The rights and licenses granted in this License are fully-paid-up and royalty-free for the term of this License.

6.0 Licensee will inform Licensor within three (3) business days of any infringements or of any acts of unfair competition, or of dilution, affecting the Licensed Marks or the Licensed Software that come to the attention of Licensee. Licensor will have the sole and exclusive right, but not the obligation, to initiate and control proceedings against any such infringement or acts of unfair competition. In the event that Licensor decides to initiate proceedings against any such infringement and acts of unfair competition, Licensee agrees to assist Licensor in whatever manner Licensor may direct, at the expense of Licensor. In the event that Licensee decides, in its sole discretion, not to initiate such proceedings, Licensee may not initiate such proceedings without Licensor's prior written consent, which Licensor may give or withhold in its sole discretion.

7.0 Licensee is not and will not be considered a joint venturer, partner, or agent of Licensor and will not have the power to bind or obligate Licensor in any way. Licensee will hold Licensor harmless and indemnify and defend each of the foregoing (and their respective owners, officers, directors, parents, subsidiaries and employees) from and against any and all claims, demands, liability for loss, or loss pertaining to the performance, offer for sale, or sale of the Licensed Services or any violation of any laws, regulations, or interpretations thereof pertaining to the performance of the Licensed Services.

8.0 This License will have an initial term of one (1) year from the License Effective Date stated above, and will be automatically renewed for successive one year terms unless either Licensee gives notice of termination not less than sixty (60) days prior to the end of such a term. In addition, Licensor may terminate this License as to ATIF or Attorneys' Title Insurance Fund, a Florida business trust, as applicable, as follows:

(i) immediately and automatically in the event Licensee becomes insolvent, enters receivership, or fails to maintain financial reserves acceptable to Licensor in Licensor's sole discretion;

(ii) immediately and automatically in the event Licensee ceases to be a member of ATFS;

(iii) immediately and automatically upon the execution on behalf of Licensee of a petition in bankruptcy to be filed by Licensee, or the execution of a petition in bankruptcy against Licensee, or the entry of Licensee into liquidation, or trusteeship, or the making of a composition by Licensee with its creditors, or the sale or transfer by Licensee of Licensee's business to any other entity not controlled by Licensor or ATFS;

(iv) immediately and automatically upon the filing of an legal action by Licensee challenging the ownership of the Licensed Software or the Licensed Marks, or the validity and enforceability of any rights in or to the Licensed Software or the Licensed Marks;

(v) upon thirty (30) days written notice in the event Licensee registers, applies to register, or uses any trademark, service mark, domain name or social media identifier that is confusingly similar to any Licensed Mark, unless such use ceases and such application

or registration is transferred to Licensor at no charge prior to the end of such thirty (30) day period; and

(vi) upon thirty (30) days written notice in the event of a material breach by Licensee not otherwise accounted for in this Section 8.0, unless such breach is not cured to Licensor's satisfaction with such thirty (30) day period.

Upon termination of this License for any reason, Licensee will immediately cease all uses of the Licensed Marks and will deliver to Licensor all copies of all materials displaying the Licensed Marks that are in Licensee's possession or control.

9.0 To the maximum extent permitted by applicable law, Licensee agrees not to challenge, or assist any third party in challenging, the validity or enforceability of any right connected with any Licensed.

10.0 Miscellaneous Terms.

(i) The provisions, terms, and conditions of the Master Agreement, the IP Assignment and this License represent the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, documents, negotiations, and/or discussions (whether oral or written) between the Parties. No supplement, amendment, or modification to this License shall be valid, enforceable, or binding upon the Parties unless made in writing and signed by an authorized representative of all Parties.

(ii) Licensee may not assign, transfer, charge or otherwise deal with its obligations under this License without the prior written consent of Licensor. Licensee further agree that Licensor may freely assign or transfer this License and any rights and duties it has hereunder and that all Licensee's obligations and duties under this License shall inure to the benefit of the successors and assigns of Licensor and shall be binding upon Licensee's heirs, assigns, administrators and representatives.

(iii) In the event any one or more of the provisions of this License shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this License shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held. To the extent reasonably possible and practicable, the invalid, void, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable valid, legal, and enforceable provision(s) which best reflects the Parties' intentions underlying the replaced invalid, void, illegal, or unenforceable provision(s).

(iv) The failure of any Party to insist upon the performance of any obligations, terms, or conditions of this License, to exercise any right or privilege conferred hereunder, or to enforce any remedies or penalties resulting from any breach hereof, shall not be construed as a waiver of any such obligations, terms, conditions, rights, privileges, remedies, or penalties. No obligation, term, condition, right, privilege, remedy, or penalty shall be deemed waived, and no breach of this License shall be deemed consented to, unless and until such waiver or consent is specifically expressed in a writing signed by

the Party claimed to have so waived or consented. No such written waiver shall constitute a waiver of any other obligation, term, condition, right, privilege, remedy, or penalty hereunder, and no such written consent shall constitute a consent to any other breach hereof.

(v) This License, and any amendments hereto, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. Each Party hereby submits itself for the sole purpose of this License and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Florida, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. Each Party agrees to comply with any and all applicable laws, statutes, rules, and regulations with respect to its respective obligations and performance under this License.

(vi) This License and its terms and conditions are confidential and proprietary information of Licensor and may not be disclosed to any third party, or used for any purpose other than performance of this License, without Licensor's prior written consent, which will not be unreasonably withheld.

(vii) The headings of the sections in this License are for the purposes of convenient reference only and are not intended to be part of this License, or to limit or affect the meaning or interpretation of any of the terms hereof.

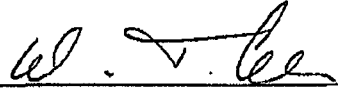
(ix) This License may be executed in one or more counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this License by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this License.

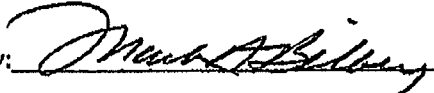
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this License to be executed and delivered by their respective duly authorized officers or agents as of the date first set forth above.

ATTEST:


OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY

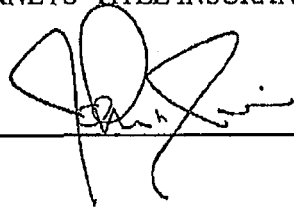
By: 

By: 

ATTEST:

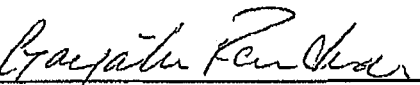
ATTORNEYS' TITLE INSURANCE FUND,
INC.

By: 

By: 

ATTEST:

ATTORNEYS' TITLE INSURANCE FUND,
A Florida Business Trust

By: 

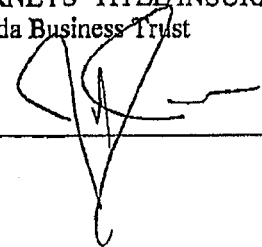
By: 

Exhibit A – Licensed Marks & Licensed Software

LICENSED MARKS:

Mark	CNTRY
THE FUND	US
THE FUND	US
THE FUND	US
THE FUND	US
THE FUND (stylized and/or with design)	US

SUBROGATION AGREEMENT AND ASSIGNMENT OF RIGHTS

This Subrogation Agreement and Assignment of Rights (this "Agreement") made and entered into as of this ~~12th~~^{12th} day of ~~November~~^{December}, 2015 (the "Agreement Date"), by and between Old Republic National Title Insurance Company ("ORNTIC"), a Florida corporation, and Attorneys' Title Insurance Fund, Inc. ("ATIF"), a Florida corporation.

RECITALS

WHEREAS, subject to the exceptions below, ATIF has agreed to assign to ORNTIC certain of its rights in the title insurance policies issued by ATIF, and certain of ATIF's rights in the agreements with all of its agents,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained in this Agreement, and for their mutual reliance, ATIF and ORNTIC agree as follows:

ARTICLE I - ASSIGNMENT

1.1 ATIF hereby assigns to ORNTIC all of its rights of subrogation for matters paid pursuant to its title insurance policies for payment of claims, past or future, and for recovery from agents for the breach of their agency agreements with ATIF.

ARTICLE II GENERAL PROVISIONS

2.1 This Agreement and any rights pursuant hereto shall be fully assignable.

2.2 This Agreement shall be governed exclusively by the laws of the State of Florida without regard to its conflicts of laws provisions.

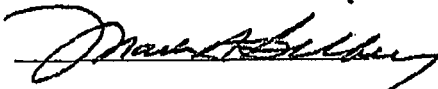
2.3 The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of any such provision.

2.4 ORNTIC and ATIF each represent that they are authorized to enter into this Agreement

2.5 This Agreement may be executed in counterparts, each which when construed together shall constitute the whole.

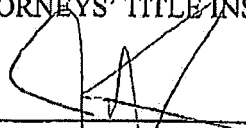
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: 
Its: President

Dated: 11/18/2015

ATTORNEYS' TITLE INSURANCE FUND, INC.

By:  _____

Its: Pres. _____

Dated: 11/17/2015