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(Rev. 10/02)
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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-14-03

Marketing Information & Technology, Inc.
(a Massachusetts corporation)

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 6/7/01

2. Name and address of receiving party(ies)

Name: ChoicePoint Services, Inc.

Internal Address: Attn: Michael Perrett, Esq.

Street Address: 1000 Alderman Drive

City: Alpharetta State: GA Zip: 30005

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) (1) 78/000101;
(2) 78/000103

B. Trademark Registration No.(s) 2,599,710

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Perkins, Smith & Cohen

Internal Address: Attn: Maggie A. Lange, Esq.

Street Address: One Beacon Street

City: Boston State: MA Zip: 02108

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account
(if over or under)

8. Deposit account number:

03-2410

OPR/FINANCE
2003 OCT 14 AM 7:22

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9. Signature.

Maggie A. Lange
Name of Person Signing

Maggie A. Lange
Signature

10/6/03
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/16/2003 ECGPER 00000152 78000101

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02 FC:8522

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TRADEMARK
REEL: 002845 FRAME: 0812

Execution CopySHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "*Agreement*"), dated as of June 7, 2001, is made and entered into by and among ChoicePoint Services Inc., a Georgia corporation (the "*Buyer*"), and James N. Alvarez (a resident of the Commonwealth of Massachusetts), Stephen Scruton (a resident of the State of New Hampshire), the James N. Alvarez 1999 Grantor Retained Annuity Trust, the John J. Alvarez 1998 Irrevocable Trust, the Natalie J. Alvarez 1998 Irrevocable Trust, and the Michael P. Alvarez 1998 Irrevocable Trust (collectively, the "*Seller*"), Marketing Information & Technology Trust, a Massachusetts Business Trust ("*MITT*"), which owns all of the issued and outstanding capital stock of Marketing Information & Technology, Inc., a Massachusetts corporation ("*MITI*"), and Direct Mail Credit Data Trust, a Massachusetts Business Trust ("*DMCDT*"), which owns all of the issued and outstanding capital stock of Direct Mail Credit Data, Inc., a Massachusetts corporation ("*DMCD*") (MITT and DMCDT are referred to herein individually as a "*Trust*" and together as the "*Trusts*," MITI and DMCD are referred to herein individually as a "*Corporation*" and together as the "*Corporations*," and the Trusts together with the Corporations are referred to herein collectively as the "*Companies*" or the "*Company*").

BACKGROUND

WHEREAS, MITI is engaged in the business of providing database marketing services, including database management services, database development, list compilation and processing and marketing, and DMCD is engaged in the business of storing Consumer Report information and prescreening services (as set forth in the federal Fair Credit Reporting Act (together, the "*Business*").

WHEREAS, Seller desires to sell and Buyer desires to purchase, on the terms and subject to the conditions set forth in this Agreement, all of the outstanding participation and beneficial interests of each of the Trusts (the "*Trust Shares*");

WHEREAS, Seller owns all of the outstanding Trust Shares, and the Trusts own all of the issued and outstanding shares of capital stock of the Corporations, as applicable (the "*Corporation Shares*").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Purchase and Sale

1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, including without limitation Section 8.13(b)(vi) hereof, at the Closing (as defined in Section 1.4), the Buyer shall purchase from Seller, the Seller shall sell and transfer to the Buyer, all of the Shares of the Trusts on a fully-diluted basis, including without limitation any and all

described in Section 2.9(c) and those which are required by law), post employment benefits, death benefits or other post retirement welfare benefits. A copy of any written description of post retirement welfare benefits that has been provided to employees is attached hereto as a part of Schedule 2.9. Copies of each plan document, insurance contract or other written instrument providing for post retirement welfare benefits, together with a description of any advance funding arrangement that has been established to fund post retirement welfare benefits, are attached hereto as a part of Schedule 2.9. Schedule 2.9 contains a list of those persons who are currently retired with a right to future post retirement welfare benefits and also contains a list of employees who would be currently eligible for post retirement welfare benefits if they retired and satisfied any waiting period provided for under the applicable plan. Except as otherwise disclosed on Schedule 2.9, all plans or programs for providing post retirement medical, death or other welfare benefits could be terminated by the Company as of Closing without liability for such benefits to any employee who has not retired on or before the Closing Date.

(i) Neither the Company nor any employer referred to in Section 2.9(f) above, maintains, nor has contributed within the past five years to, any multiemployer plan within the meaning of Sections 3(37) or 4001(a)(3) of ERISA. No such employer currently has any liability to make withdrawal liability payments to any multiemployer plan. There is no pending dispute between any such employer and any multiemployer plan concerning payment of contributions or payment of withdrawal liability payments.

(j) All Benefit Plans have been operated and administered in accordance with their respective terms and no inconsistent representation or interpretation has been made to any plan participant. Except as set forth on Schedule 2.9, no lawsuit or complaint (including any dispute that might result in a lawsuit or complaint against, by, or relating to any Benefit Plan or any fiduciary, as defined in Section 3(21) of ERISA) of a Benefit Plan has been filed or is pending.

(k) Any reference to the Company in this Section 2.9 shall be deemed to refer to each of the Companies and each subsidiary of any Company, where relevant.

2.10 Intellectual Property. Schedule 2.10 hereto sets forth a complete, true and accurate list of all the following items owned or licensed by any Company and used in the Business: (a) patents, trademarks, service marks, design marks, copyrights, trade names, corporate names, trade styles, brand names, logos, Internet website addresses, URL and domain names (and all applications and requests therefor), including all applicable registration or serial numbers, countries and jurisdictions, dates of filing, grant, renewal and expiration, mark, class and all other pertinent information, (b) all trade secrets, know-how, formulae, proprietary processes and inventions, (c) all computer software programs of every type, including the related written and other documentation for such software (except commercially-available, "off the shelf" software programs) ("Software"), and (d) and all other tangible materials embodying technology or intellectual property rights, in all cases whether registered or unregistered, foreign and domestic, whether owned by or licensed to any Company and whether such properties are located on the applicable Company's business premises or on the business premises of any supplier or customer (collectively, the "Intellectual Property").

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In 1998, Mr. Alvarez developed, on behalf of the Business, the Seller Personal Patent commonly referred to as the Home Value Consortium, which models home appraisal data from appraisers to predict home values. The Corporations obtained data from four (4) commercial lenders (The Money Store, Commercial Credit, Key Bank and Centex) and applied the developed models to predict home values. Since the initial receipt of data, neither the data nor the models have been updated. The predicted home values derived from the application of the models to the appraisal data was only provided to Centex and The Money Store (First Union) as a field in their private prospecting databases. Neither of these entities was charged for the predicted home value data, in an effort by the Corporations to grow this business. Approximately one (1) year ago, the Corporations stopped trying to sell this service and data to customers due to lack of interest. Only The Money Store (First Union) and Centex have ever received the predicted value data derived from the Seller Personal Patent, and they have consistently refused to pay for any updated modeling or data. None of the Corporations has any continuing obligation to provide predicted home value data or services to these or any other customers, and the Corporations are no longer in this business line. No continuing license or other rights are required by either The Money Store (First Union) or Centex to have or to use the predicted home value data that they presently have. There is no obligation on the part of any of the Corporations to provide updated data or any services whatsoever related to the Seller Personal Patent to any customer of the Corporations, including without limitation The Money Store (First Union) or Centex.

The Seller Personal Patent shall not be included in this Section 2.10 or included in the Intellectual Property acquired by Buyer under this Agreement.

Except as set forth on Schedule 2.10 hereto (which representations and Schedule also shall apply to and include information with respect to the Seller Personal Patent):

(a) The Company possesses sole and unencumbered ownership or the valid right to use (pursuant to valid license or other agreements) all the Intellectual Property. All license and other agreements from third parties for the applicable Company's use of any Intellectual Property are valid and binding, in full force and effect and are not infringing or otherwise violating any such agreements;

(b) All registrations of Intellectual Property with any Governmental Authority have been duly issued and have not been canceled, abandoned or otherwise terminated; all renewals due through the Closing Date have been filed, and all applications for registration of Intellectual Property have been duly filed and are in process as of the Closing Date;

(c) To the knowledge of the Seller or the Company, no Company is infringing upon the Intellectual Property rights of any other person or entity in any respect; No Company has received any notice (written or oral) of infringement upon or conflict with respect to Intellectual Property of any other Person;

(d) No Company has received any notice (written or oral) challenging or questioning the validity or effectiveness of any Intellectual Property or any license or agreement held by any Company with respect to any Intellectual Property;

(e) No Company has granted any other Person or entity any rights with respect to any of the Intellectual Property;

(f) Each Company has valid rights to sell and distribute each of the products currently being sold and distributed by it, including without limitation with respect to the programs and data received from third parties which are included or embedded in such products pursuant to valid license agreements;

(g) To the knowledge of Seller or any Company, no Person is using any Intellectual Property that is confusingly similar to, which infringes upon, or which violates any Company's rights with respect to the Intellectual Property; and

(h) The Company's computer systems (including all hardware and software components) are free of material defects and/or "bugs" in operation and programming, and perform without material errors and in accordance with the applicable documentation provided to Buyer.

2.11 Real Property.

(a) Schedule 2.11 hereto sets forth a complete list of all real property owned by each Company (each an "*Owned Property*"). Each Company has valid, good and marketable fee title to the Owned Properties, free and clear of any and all claims, interests, liens, mortgages, security interests, ownership interests, pledges, easements, restrictive covenants, rights-of-way and any other encumbrances of any type whatsoever ("*Encumbrances*"), other than (i) Encumbrances that are disclosed on Schedule 2.11; (ii) liens for current Taxes not yet due and payable, (iii) liens for mechanics, material or laborers arising by operation of law for sums which are not yet due, (iii) platting, subdivision, zoning, building and other similar legal requirements; and (iv) easements, restrictive covenants, rights-of-way, reservations of mineral or oil and gas interests, encroachments and other similar Encumbrances that are of record, none of which materially detract from the value of the Owned Property subject thereto or impair in any material respect the operation of the Company's Business (the Encumbrances described in clauses (i) through (iv) above are referred to collectively as "*Permitted Liens*"). All Permitted Liens are set forth in Schedule 2.11

(b) Schedule 2.11 sets forth a complete list of all real property leased by the Company (each, a "*Leased Property*"). The Company has a valid leasehold interest in each of the Leased Properties, in each case free and clear of all Encumbrances other than Permitted Liens.

(c) There are no eminent domain proceedings pending or, to the knowledge of any Company or Seller, threatened against any Owned Property or Leased Property.

2.12 Contracts. Schedule 2.12 lists all of the contracts, agreements, licenses, instruments and other contractual commitments (written and oral) of every type to which any Company is bound ("*Contracts*"), including without limitation that are of a type described below (collectively, the "*Material Contracts*"):

Schedule 2.10-Intellectual Property

1. Attached to this Schedule is the Company's Patent and Trademark Ledger.
2. MITI maintains an URL at: www.mitisolutions.com.
3. The Companies have provided to Buyer copies of all patents, patent applications, trademarks and trademark applications, including the Seller Personal Patent.
4. The Seller Personal Patent shall be transferred from MITI to Mr. James N. Alvarez prior to the Closing, and MITI shall have no further rights or interest in the Seller Personal Patent, except as set forth in the Agreement.

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