

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRIORITY Data Systems, Inc.		12/21/2004	CORPORATION: NEBRASKA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ChoicePoint Asset Company
<b>Street Address:</b>	1000 Alderman Drive
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30005
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1237819	PRIORITY
Registration Number:	2640220	ACCU-QUOTE
Registration Number:	2573358	PRIORITY CREDITLINK
Registration Number:	2670860	PRIORITY DATALINK
Registration Number:	2406121	PRIORITYRATE
Registration Number:	2662851	PRIORITYRATE NVISION
Registration Number:	2504009	PRIORITY-QUOTE
Registration Number:	2438281	SHOP THE LIMITS
Registration Number:	2820324	SPEED RATER
Registration Number:	2906930	PRIORITY AGENCY

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(770)752-5939
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	7707523331

**OP \$265.00 1237819**

Email: jonathan.petcu@choicepoint.com  
Correspondent Name: Jonathan H. Petcu  
Address Line 1: 1000 Alderman Drive  
Address Line 2: Mail Drop 71-A  
Address Line 4: Alpharetta, GEORGIA 30005

NAME OF SUBMITTER:	Jonathan H. Petcu
Signature:	/Jonathan H. Petcu/
Date:	01/12/2005

**Total Attachments: 20**

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source=2906930#page1.tif  
source=2906930#page2.tif

**ASSIGNMENT OF TRADEMARK / SERVICE MARK**

This **Assignment of Trademark / Service Mark** (hereinafter the "Assignment") is hereby entered into as of the 1<sup>st</sup> day of December, 2004 (hereinafter the "Effective Date") by and between **PRIORITY Data Systems, Inc.**, a Nebraska corporation with its principal place of business located at 5035 South 110<sup>th</sup> Street, Omaha, Nebraska 68137 (hereinafter the "Assignor") and **ChoicePoint Asset Company**, a Delaware corporation with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 (hereinafter the "Assignee").

**WITNESSETH:**

**WHEREAS**, on May 10, 1983, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 1,237,819 to the Assignor for the Service Mark "PRIORITY" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the premises and other good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged (including the monies received by Assignor in connection with the Sale Agreement), the parties hereto agree as follows:

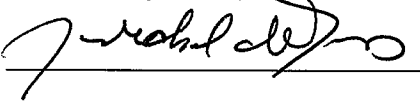
1. **Assignment of Service Mark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Service Mark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Service Mark to Assignee, for its sole use and benefit.
2. **Filing of Assignment.** Assignor and Assignee hereby agree that Assignee shall be entitled to file and record this Assignment with the USPTO and take and further action necessary to effectuate and perfect this Assignment. Furthermore, Assignee shall be entitled to effectuate the continued maintenance, renewal and prosecution of the Service Mark with the USPTO, as the sole owner of the Service Mark.

3. **Assumption of Service Mark Rights.** Assignee hereby assumes all right, title and interest in and to the Service Mark and all benefits of the Service Mark shall be the property of Assignee.
4. **Governing Law.** This Assignment shall be governed in accordance with the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this **Assignment of Trademark / Service Mark** effective as of the date first set forth above.

“Assignor”

**PRIORITY Data Systems, Inc.**

By: 

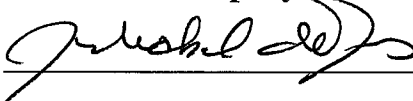
Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Assignee”

**ChoicePoint Asset Company**

By: 

Name: J. Michael de Janes

Title: General Counsel

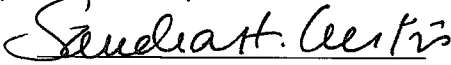
Date: 12-21-2004

“Notary for Assignor”

STATE OF Georgia  
COUNTY OF Fulton

Before me, Sandra H. Curtis, of the state and county aforesaid, personally appeared **J. Michael de Janes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., the within named Assignor, and that he as such, executed the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.

January WITNESS my hand and seal on this the 5<sup>th</sup> day of December, 2004<sup>5</sup>

  
Notary Public


My Commission Expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

“Notary for Assignee”

STATE OF GEORGIA  
COUNTY OF Fulton

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### WITNESSETH:

**WHEREAS**, on October 22, 2002, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,640,220 to the Assignor for the Service Mark "ACCU-QUOTE" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the premises and other good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged (including the monies received by Assignor in connection with the Sale Agreement), the parties hereto agree as follows:

1. **Assignment of Service Mark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Service Mark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Service Mark to Assignee, for its sole use and benefit.
2. **Filing of Assignment.** Assignor and Assignee hereby agree that Assignee shall be entitled to file and record this Assignment with the USPTO and take and further action necessary to effectuate and perfect this Assignment. Furthermore, Assignee shall be entitled to effectuate the continued maintenance, renewal and prosecution of the Service Mark with the USPTO, as the sole owner of the Service Mark.

3. **Assumption of Service Mark Rights.** Assignee hereby assumes all right, title and interest in and to the Service Mark and all benefits of the Service Mark shall be the property of Assignee.
4. **Governing Law.** This Assignment shall be governed in accordance with the laws of the state of Georgia.

**IN WITNESS WHEREOF**, the parties hereto have executed this **Assignment of Trademark / Service Mark** effective as of the date first set forth above.

“Assignor”

**PRIORITY Data Systems, Inc.**

By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Assignee”

**ChoicePoint Asset Company**

By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Notary for Assignor”

STATE OF Georgia  
COUNTY OF Fulton

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WITNESS my hand and seal on this the 5<sup>th</sup> day of January ~~December~~, 2004 5

Sandra H. Curtis  
Notary Public

My Commission Expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

“Notary for Assignee”

STATE OF GEORGIA  
COUNTY OF Fulton

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### WITNESSETH:

**WHEREAS**, on May 28, 2002, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,573,358 to the Assignor for the Service Mark "PRIORITY CREDITLINK" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the premises and other good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged (including the monies received by Assignor in connection with the Sale Agreement), the parties hereto agree as follows:

1. **Assignment of Service Mark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Service Mark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Service Mark to Assignee, for its sole use and benefit.
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3. **Assumption of Service Mark Rights.** Assignee hereby assumes all right, title and interest in and to the Service Mark and all benefits of the Service Mark shall be the property of Assignee.
4. **Governing Law.** This Assignment shall be governed in accordance with the laws of the state of Georgia.

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**PRIORITY Data Systems, Inc.**

By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Assignee”

**ChoicePoint Asset Company**

By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Notary for Assignor”

STATE OF Georgia  
COUNTY OF Fulton

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STATE OF GEORGIA  
COUNTY OF Fulton

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### WITNESSETH:

**WHEREAS**, on January 7, 2003, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,670,860 to the Assignor for the Trademark "PRIORITY DATALINK" (hereinafter the "Trademark"). A copy of the USPTO TARR System Report evidencing the Trademark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Trademark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Trademark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the premises and other good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged (including the monies received by Assignor in connection with the Sale Agreement), the parties hereto agree as follows:

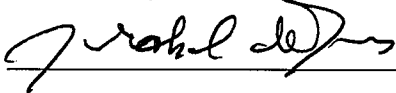
1. **Assignment of Trademark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Trademark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Trademark to Assignee, for its sole use and benefit.
2. **Filing of Assignment.** Assignor and Assignee hereby agree that Assignee shall be entitled to file and record this Assignment with the USPTO and take and further action necessary to effectuate and perfect this Assignment. Furthermore, Assignee shall be entitled to effectuate the continued maintenance, renewal and prosecution of the Trademark with the USPTO, as the sole owner of the Trademark.

3. **Assumption of Trademark Rights.** Assignee hereby assumes all right, title and interest in and to the Trademark and all benefits of the Trademark shall be the property of Assignee.
4. **Governing Law.** This Assignment shall be governed in accordance with the laws of the state of Georgia.

**IN WITNESS WHEREOF**, the parties hereto have executed this **Assignment of Trademark / Service Mark** effective as of the date first set forth above.

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**PRIORITY Data Systems, Inc.**

By: 

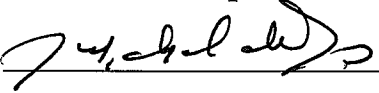
Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Assignee”

**ChoicePoint Asset Company**

By: 

Name: J. Michael de Janes

Title: General Counsel


Date: 12-21-2004

“Notary for Assignor”

STATE OF Georgia  
COUNTY OF Fulton

Before me, Sandra H. Curtis of the state and county aforesaid, personally appeared **J. Michael de Janes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., the within named Assignor, and that he as such, executed the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.

January WITNESS my hand and seal on this the 5<sup>th</sup> day of December, 2004

  
Notary Public


My Commission Expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

“Notary for Assignee”

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COUNTY OF Fulton

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### WITNESSETH:

**WHEREAS**, on November 21, 2000, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,406,121 to the Assignor for the Service Mark "PRIORITYRATE" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

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1. **Assignment of Service Mark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Service Mark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Service Mark to Assignee, for its sole use and benefit.
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3. **Assumption of Service Mark Rights.** Assignee hereby assumes all right, title and interest in and to the Service Mark and all benefits of the Service Mark shall be the property of Assignee.
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“Assignor”

**PRIORITY Data Systems, Inc.**

By: *J. Michael de Janes*

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Assignee”

**ChoicePoint Asset Company**

By: *J. Michael de Janes*

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Notary for Assignor”

STATE OF Georgia  
COUNTY OF Fulton

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*Sandra H. Curtis*  
Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

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**WITNESSETH:**

**WHEREAS**, on December 17, 2002, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,662,851 to the Assignor for the Service Mark "PRIORITYRATE NVISION" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

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“Assignor”

“Assignee”

**PRIORITY Data Systems, Inc.**

**ChoicePoint Asset Company**

By: *J. Michael de Janes*

By: *J. Michael de Janes*

Name: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Title: General Counsel

Date: 12-21-2004

Date: 12-21-2004

“Notary for Assignor”

“Notary for Assignee”

STATE OF Georgia  
COUNTY OF Fulton

STATE OF GEORGIA  
COUNTY OF Fulton

Before me, *Sandra H. Curtis*, of the state and county aforesaid, personally appeared **J. Michael de Janes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., the within named Assignor, and that he as such, executed the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.

Before me, *Sandra H. Curtis*, of the state and county aforesaid, personally appeared J. Michael de Janes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be General Counsel of ChoicePoint Asset Company, the within named Assignee, and that he as such, executed the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.

WITNESS my hand and seal on this the 5<sup>th</sup> day of January, 2004, at

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*Sandra H. Curtis*  
Notary Public

*Sandra H. Curtis*  
Notary Public

My Commission Expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

My Commission Expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

## ASSIGNMENT OF TRADEMARK / SERVICE MARK

This **Assignment of Trademark / Service Mark** (hereinafter the "Assignment") is hereby entered into as of the 1<sup>st</sup> day of December, 2004 (hereinafter the "Effective Date") by and between **PRIORITY Data Systems, Inc.**, a Nebraska corporation with its principal place of business located at 5035 South 110<sup>th</sup> Street, Omaha, Nebraska 68137 (hereinafter the "Assignor") and **ChoicePoint Asset Company**, a Delaware corporation with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 (hereinafter the "Assignee").

### WITNESSETH:

**WHEREAS**, on November 6, 2001, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,504,009 to the Assignor for the Service Mark "PRIORITY-QUOTE" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the premises and other good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged (including the monies received by Assignor in connection with the Sale Agreement), the parties hereto agree as follows:

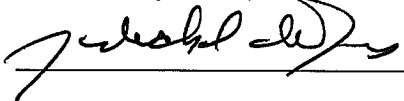
1. **Assignment of Service Mark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Service Mark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Service Mark to Assignee, for its sole use and benefit.
2. **Filing of Assignment.** Assignor and Assignee hereby agree that Assignee shall be entitled to file and record this Assignment with the USPTO and take and further action necessary to effectuate and perfect this Assignment. Furthermore, Assignee shall be entitled to effectuate the continued maintenance, renewal and prosecution of the Service Mark with the USPTO, as the sole owner of the Service Mark.

3. **Assumption of Service Mark Rights.** Assignee hereby assumes all right, title and interest in and to the Service Mark and all benefits of the Service Mark shall be the property of Assignee.
4. **Governing Law.** This Assignment shall be governed in accordance with the laws of the state of Georgia.

**IN WITNESS WHEREOF**, the parties hereto have executed this **Assignment of Trademark / Service Mark** effective as of the date first set forth above.

**“Assignor”**

**PRIORITY Data Systems, Inc.**

By: 

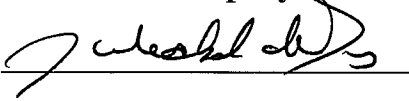
Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

**“Assignee”**

**ChoicePoint Asset Company**

By: 

Name: J. Michael de Janes

Title: General Counsel


Date: 12-21-2004

**“Notary for Assignor”**

STATE OF Georgia  
COUNTY OF Fulton

Before me, Sandra H. Curtis, of the state and county aforesaid, personally appeared **J. Michael de Janes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., the within named Assignor, and that he as such, executed the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.

January WITNESS my hand and seal on this the 5<sup>th</sup> day of January  
~~December, 2004~~

  
Notary Public


My Commission Expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

**“Notary for Assignee”**

STATE OF GEORGIA  
COUNTY OF Fulton

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~~December, 2004~~

  
Notary Public

My Commission Expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005



## ASSIGNMENT OF TRADEMARK / SERVICE MARK

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### WITNESSETH:

**WHEREAS**, on March 27, 2001, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,438,281 to the Assignor for the Service Mark "SHOP THE LIMITS" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the premises and other good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged (including the monies received by Assignor in connection with the Sale Agreement), the parties hereto agree as follows:

1. **Assignment of Service Mark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Service Mark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Service Mark to Assignee, for its sole use and benefit.
2. **Filing of Assignment.** Assignor and Assignee hereby agree that Assignee shall be entitled to file and record this Assignment with the USPTO and take and further action necessary to effectuate and perfect this Assignment. Furthermore, Assignee shall be entitled to effectuate the continued maintenance, renewal and prosecution of the Service Mark with the USPTO, as the sole owner of the Service Mark.

- 3. **Assumption of Service Mark Rights.** Assignee hereby assumes all right, title and interest in and to the Service Mark and all benefits of the Service Mark shall be the property of Assignee.
- 4. **Governing Law.** This Assignment shall be governed in accordance with the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this **Assignment of Trademark / Service Mark** effective as of the date first set forth above.

**“Assignor”**

**PRIORITY Data Systems, Inc.**

By: *J. Michael de Janes*

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

**“Assignee”**

**ChoicePoint Asset Company**

By: *J. Michael de Janes*

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

**“Notary for Assignor”**

STATE OF Georgia  
 COUNTY OF Fulton

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**“Notary for Assignee”**

STATE OF GEORGIA  
 COUNTY OF Fulton

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WITNESS my hand and seal on this the 5<sup>th</sup> day of January ~~December~~, 20045

*Sandra H. Curtis*  
 Notary Public

WITNESS my hand and seal on this the 5<sup>th</sup> day of January ~~December~~, 20045

*Sandra H. Curtis*  
 Notary Public

My Commission Expires:  
 Notary Public, Cobb County, Georgia  
 My Commission Expires August 4, 2005

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 Notary Public, Cobb County, Georgia  
 My Commission Expires August 4, 2005

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This **Assignment of Trademark / Service Mark** (hereinafter the "Assignment") is hereby entered into as of the 1<sup>st</sup> day of December, 2004 (hereinafter the "Effective Date") by and between **PRIORITY Data Systems, Inc.**, a Nebraska corporation with its principal place of business located at 5035 South 110<sup>th</sup> Street, Omaha, Nebraska 68137 (hereinafter the "Assignor") and **ChoicePoint Asset Company**, a Delaware corporation with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 (hereinafter the "Assignee").

### WITNESSETH:

**WHEREAS**, on March 2, 2004, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,820,324 to the Assignor for the Service Mark "SPEED RATER" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the premises and other good, valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged (including the monies received by Assignor in connection with the Sale Agreement), the parties hereto agree as follows:

1. **Assignment of Service Mark.** Assignor hereby sells, assigns and transfers unto Assignee the entire right, title and interest in and to the Service Mark. Assignor hereby authorizes and requests that the Director of the USPTO grant any and all rights in the Service Mark to Assignee, for its sole use and benefit.
2. **Filing of Assignment.** Assignor and Assignee hereby agree that Assignee shall be entitled to file and record this Assignment with the USPTO and take and further action necessary to effectuate and perfect this Assignment. Furthermore, Assignee shall be entitled to effectuate the continued maintenance, renewal and prosecution of the Service Mark with the USPTO, as the sole owner of the Service Mark.

3. **Assumption of Service Mark Rights.** Assignee hereby assumes all right, title and interest in and to the Service Mark and all benefits of the Service Mark shall be the property of Assignee.
4. **Governing Law.** This Assignment shall be governed in accordance with the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this **Assignment of Trademark / Service Mark** effective as of the date first set forth above.

“Assignor”

**PRIORITY Data Systems, Inc.**

By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Assignee”

**ChoicePoint Asset Company**

By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Notary for Assignor”

STATE OF Georgia  
COUNTY OF Fulton

Before me, Sandra H. Lentis, of the state and county aforesaid, personally appeared **J. Michael de Janes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., the within named Assignor, and that he as such, executed the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.

WITNESS my hand and seal on this the 5<sup>th</sup> day of January December, 2004<sup>5</sup>

Sandra H. Lentis  
Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia  
My Commission Expires August 4, 2005

“Notary for Assignee”

STATE OF GEORGIA  
COUNTY OF Fulton

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### WITNESSETH:

**WHEREAS**, on November 30, 2004, the United States Patent and Trademark Office (hereinafter the "USPTO") issued Registration No. 2,906,930 to the Assignor for the Service Mark "PRIORITY AGENCY" (hereinafter the "Service Mark"). A copy of the USPTO TARR System Report evidencing the Service Mark is attached hereto as Exhibit "A" and incorporated herein by this specific reference;

**WHEREAS**, on November 30, 2004, pursuant to that certain Stock Purchase Agreement (hereinafter the "Sale Agreement") the prior shareholders of Assignor sold to ChoicePoint Inc. (hereinafter "Purchaser") all of their right, title and interest in the stock of Assignor (hereinafter the "Business"), including the Service Mark and all other trademarks, service marks, trademark applications and service mark applications for the marks used in the Business; and

**WHEREAS**, as part of its obligations under the Sale Agreement, Assignor desires to assign all of its right, title and interest in the Service Mark to Assignee (a subsidiary of Purchaser) and Assignee desires to receive such assignment.

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By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Assignee”

**ChoicePoint Asset Company**

By: J. Michael de Janes

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

“Notary for Assignor”

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COUNTY OF Fulton

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Sandra H. Lertis  
Notary Public

My Commission Expires:  
Notary Public, Cobb County, Georgia  
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“Notary for Assignee”

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