OP \$265,00 12378

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRIORITY Data Systems, Inc.		12/21/2004	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	ChoicePoint Asset Company	
Street Address:	1000 Alderman Drive	
City:	Alpharetta	
State/Country:	GEORGIA	
Postal Code:	30005	
Entity Type:	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

CORRESPONDENCE DATA

Fax Number: (770)752-5939

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7707523331

TRADEMARK REEL: 003007 FRAME: 0954

900017909

Email: jonathan.petcu@choicepoint.com Correspondent Name: Jonathan H. Petcu 1000 Alderman Drive Address Line 1: 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 source=1237819#page1.tif source=1237819#page2.tif source=2640220#page1.tif source=2640220#page2.tif source=2573358#page1.tif source=2573358#page2.tif source=2670860#page1.tif source=2670860#page2.tif source=2406121#page1.tif source=2406121#page2.tif source=2662851#page1.tif source=2662851#page2.tif source=2504009#page1.tif source=2504009#page2.tif source=2438281#page1.tif source=2438281#page2.tif source=2820324#page1.tif source=2820324#page2.tif

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

This **Assignment of Trademark** / **Service Mark** (hereinafter the "Assignment") is hereby entered into as of the 1st 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 110th 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. <u>Assignment of Service Mark</u>. 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.
- **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.

- 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 **3.** property of Assignee.
- Governing Law. This Assignment shall be governed in accordance with the laws of the 4. 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	a above.		
	"Assignor"	"Assignee" ChoicePoint Asset Company		
	PRIORITY Data Systems, Inc.			
	By: Jehld	By: Juliaholdes		
	Name: J. Michael de Janes	Name: J. Michael de Janes		
	Title: General Counsel	Title: General Counsel		
	Date: <u>12-21-2004</u>	Date: 12-21-2004		
	"Notary for Assignor"	"Notary for Assignee"		
	STATE OF GEORGE COUNTY OF Fulton	STATE OF GEORGIA COUNTY OF <i>Fullon</i>		
	Before me, Sandwitt. Luxio, 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. Lunki, 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.		
January	WITNESS my hand and seal on this the the day of January Public	WITNESS my hand and seal on this the day of December, 20045 Audia H. Cur Lis Notary Public		
I	Mary Publicies Expires Georgia My Commission Expires August 4, 2005	My Commission Expires: Notary Public, Cobb County, Georgia My Commission Expires August 4, 2005		

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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. <u>Assignment of Service Mark.</u> 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.
- **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. <u>Assumption of Service Mark Rights</u>. 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"	"Assignee"			
PRIORITY Data Systems, Inc.	ChoicePoint Asset Company			
By: John Il	By: Juliabel de)			
Name: <u>J. Michael de Janes</u>	Name: <u>J. Michael de Janes</u>			
Title: <u>General Counsel</u>	Title: General Counsel			
Date: 12-21-2004	Date: 12-21-2004			
"Notary for Assignor"	"Notary for Assignee"			
STATE OF Georgia COUNTY OF Filefon	STATE OF GEORGIA COUNTY OF FULL W			
Before me, Andra H. Luxio, 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,	Before me, Lunk; 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			
executed the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.	the foregoing Assignment of Trademark / Service Mark for the purpose contained therein.			
WITNESS my hand and seal on this the day of January 20045	WITNESS my hand and seal on this the day of December, 2004.			
Notary Public	Sudia H. Cue bis Notary Public			
My Commission Expires: Notary Public, Cobb County, Georgia My Commission Expires August 4, 2005	otary Public, Cobb. County, Georgia ஸிறாகெள்ளத்தில் August 4, 2005			

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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. <u>Assignment of Service Mark.</u> 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.
- **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.

- **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"		"Assignee"		
	PRIORITY Data Systems, Inc.		Choice	ePoint Asset Company	
	By:	Jurohlde)s	By:	Julialilet)	
	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 fo	or Assignor"	"Notary	for Assignee"	
		of Eulia		OF GEORGIA TY OF <u>Ful</u> ton	
	and count de Janes, proved to and who, General C the within executed	y aforesaid, personally appeared J. Michael with whom I am personally acquainted (or ome on the basis of satisfactory evidence), upon oath, acknowledged himself to be Counsel of PRIORITY Data Systems, Inc., n named Assignor, and that he as such, the foregoing Assignment of Trademark / Mark for the purpose contained therein.	de Jane proved and wh General within the for	me Sandra H. Curly of the state inty aforesaid, personally appeared J. Michael is, with whom I am personally acquainted (or to me on the basis of satisfactory evidence), no, upon oath, acknowledged himself to be I Counsel of ChoicePoint Asset Company, the named Assignee, and that he as such, executed egoing Assignment of Trademark / Service or the purpose contained therein.	
January	WITNES December Notary Pu	clearly Certis	WITNI Decem Notary	ESS my hand and seal on this the had ay of ber, 2004,5 Luck Public	
	My Comi Notary F My Comm	mission Expires: Public, Cobb County, Georgia nission Expires August 4, 2005	My/Co	mmission Expires: This:, Cobb County, Georgia mission Expires August 4, 2005	

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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:

- **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.
- **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.

- **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. "Assignor" "Assignee" PRIORITY Data Systems, Inc. **ChoicePoint Asset Company** By: Name: J. Michael de Janes Name: J. Michael de Janes Title: General Counsel Title: General Counsel 12-21-2004 Date: Date: 12-21-2004 "Notary for Assignor" "Notary for Assignee" STATE OF COUNTY OF FULL STATE OF GEORGLA COUNTY OF Ful andra H. Custis of the state andra H. Cuts of the state Before me_ and county aforesaid, personally appeared J. Michael and county aforesaid, personally appeared J. Michael de Janes, with whom I am personally acquainted (or de Janes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., General Counsel of ChoicePoint Asset Company, the the within named Assignor, and that he as such, within named Assignee, and that he as such, executed executed the foregoing Assignment of Trademark / the foregoing Assignment of Trademark / Service Service Mark for the purpose contained therein. Mark for the purpose contained therein. WITNESS my hand and seal on this the $\frac{5^{1}}{2}$ day of WITNESS my hand and seal on this the day of January December, 2004 5 Janua December, 2004 5 audiatt. Cu hi Notary Public 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

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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.

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. <u>Assignment of Service Mark.</u> 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.
- **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

"Notary for Assignor"

STATE OF COUNTY OF Fulton

andratt autist 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 5th day of January December, 2004

Notary Public

My Commission Expires:

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

"Assignee"

ChoicePoint Asset Company

Name: J. Michael de Janes

Title: General Counsel

Date: 12-21-2004

"Notary for Assignee"

STATE OF GEORGIA COUNTY OF Fulfor

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 day of

Jama December, 2004 T

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.

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. <u>Assignment of Service Mark.</u> 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.
- **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.** <u>Assumption of Service Mark Rights.</u> 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.
- **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.

	Set vice wat a checure as of the date mist set forth			1 400 vc.		
	"Assignor" PRIORITY Data Systems, Inc.		"Assignee" ChoicePoint Asset Company			
	Ву:	Juleahl dely	By:	Julial le)		
	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 fo	or Assignor"	"Notary	for Assignee"		
	STATE O			OF GEORGIA Y OF FULTON		
	de Janes, proved to and who, General C the withi executed	y aforesaid, personally appeared J. Michael with whom I am personally acquainted (or me on the basis of satisfactory evidence), upon oath, acknowledged himself to be Counsel of PRIORITY Data Systems, Inc., in named Assignor, and that he as such, the foregoing Assignment of Trademark / Mark for the purpose contained therein.	de Janes proved t and who General within n the fore	me, and to H. Leutisf the state inty aforesaid, personally appeared J. Michael s, with whom I am personally acquainted (or to me on the basis of satisfactory evidence), o, upon oath, acknowledged himself to be Counsel of ChoicePoint Asset Company, the amed Assignee, and that he as such, executed going Assignment of Trademark / Service in the purpose contained therein.		
Januar	WITNES Occombe Notary Pt	least Certis		SS my hand and seal on this the Stay of her, 2004, S Alath. Wee Ly Public		
	My Comi Notary Pu My Commis	nission Expires: blic, Cobb County, Georgia ssion Expires August 4, 2005	My Con Notary Pul My Commis	nmission Expires: blic, Cobb County, Georgia sion Expires August 4, 2005		

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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.

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- 1. <u>Assignment of Service Mark.</u> 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.
- **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" "Assignee" PRIORITY Data Systems, Inc. ChoicePoint Asset Company By: J. Michael de Janes Name: Name: J. Michael de Janes Title: General Counsel Title: General Counsel Date: 12-21-2004 12-21-2004 Date: "Notary for Assignor" "Notary for Assignee" STATE OF GOOGIA COUNTY OF FULL STATE OF GEORGIA COUNTY OF FULFO Before me. Sandra Hunks of the state Before me Sandratt. Curtos the state and county aforesaid, personally appeared J. Michael and county aforesaid, personally appeared J. Michael de Janes, with whom I am personally acquainted (or de Janes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., General Counsel of ChoicePoint Asset Company, the the within named Assignor, and that he as such, within named Assignee, and that he as such, executed executed the foregoing Assignment of Trademark / the foregoing Assignment of Trademark / Service Service Mark for the purpose contained therein. Mark for the purpose contained therein. WITNESS my hand and seal on this the 5th day of Janua WITNESS my hand and seal on this the day of Jaman WIIIL December, 2004 alt. (who Notary Public Notary Public My Commission Expires:

My Commission Expires:

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

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

This **Assignment of Trademark / Service Mark** (hereinafter the "Assignment") is hereby entered into as of the 1st 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 110th 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 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. <u>Assignment of Service Mark.</u> 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.
- **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. <u>Assumption of Service Mark Rights</u>. 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.
- **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" "Assignee" PRIORITY Data Systems, Inc. ChoicePoint Asset Company By: J. Michael de Janes Name: Name: J. Michael de Janes Title: General Counsel Title: General Counsel 12-21-2004 Date: Date: 12-21-2004 "Notary for Assignor" "Notary for Assignee" STATE OF COUNTY OF FULTON STATE OF GEORGIA COUNTY OF TILL Before me, Sandra H. Witis of the state and county aforesaid, personally appeared J. Michael and county aforesaid, personally appeared J. Michael de Janes, with whom I am personally acquainted (or de Janes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., General Counsel of ChoicePoint Asset Company, the the within named Assignor, and that he as such, within named Assignee, and that he as such, executed executed the foregoing Assignment of Trademark / the foregoing Assignment of Trademark / Service Service Mark for the purpose contained therein. Mark for the purpose contained therein. WITNESS my hand and seal on this the 51 day of WITNESS my hand and seal on this the 2 day of December, 20045 Becember, 20045 Notary Public 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

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This **Assignment of Trademark / Service Mark** (hereinafter the "Assignment") is hereby entered into as of the 1st 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 110th 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. <u>Assignment of Service Mark</u>. 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.
- **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"	"Assignee"
PRIORITY Data Systems, Inc.	ChoicePoint Asset Company
By: Jurahel de)	By: Juleakel de Ju
Name: <u>J. Michael de Janes</u>	Name: J. Michael de Janes
Title: General Counsel	Title: General Counsel
Date:	Date: 12-21-2004
"Notary for Assignor"	"Notary for Assignee"
STATE OF GENTUL COUNTY OF FULTON	STATE OF GEORGIA, COUNTY OF FULTON
Before me, Sendra H. Leuti'S, 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, Sandva tt. Luntis, 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.
December, 2004 Sanuan	December, 2004
Notary Public	Saudiatt. Cests Notary Public
M.C	My Commission Evnins

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

. J. ...

This **Assignment of Trademark** / **Service Mark** (hereinafter the "Assignment") is hereby entered into as of the 1st 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 110th 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 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.

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. <u>Assignment of Service Mark.</u> 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.
- **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" "Assignee" PRIORITY Data Systems, Inc. **ChoicePoint Asset Company** By: Name: J. Michael de Janes Name: J. Michael de Janes Title: General Counsel Title: General Counsel 12-21-2004 Date: Date: 12-21-2004 "Notary for Assignor" "Notary for Assignee" STATE OF COUNTY OF FULFOR STATE OF GEORGIA COUNTY OF FULLY Before me, audia H: Cuntis, of the state Before me, andea Hlushi, of the state and county aforesaid, personally appeared J. Michael and county aforesaid, personally appeared J. Michael de Janes, with whom I am personally acquainted (or de Janes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be and who, upon oath, acknowledged himself to be General Counsel of PRIORITY Data Systems, Inc., General Counsel of ChoicePoint Asset Company, the the within named Assignor, and that he as such, within named Assignee, and that he as such, executed executed the foregoing Assignment of Trademark / the foregoing Assignment of Trademark / Service Service Mark for the purpose contained therein. Mark for the purpose contained therein. WITNESS my hand and seal on this the $\frac{l}{l}$ day of WITNESS my hand and seal on this the 5th day of Journal December, 20045 December, 2004 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

RECORDED: 01/12/2005