

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kroll Inc.		08/03/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3445814	ACTIONFACTS
Registration Number:	3266203	AUTOMETRIC
Registration Number:	3612967	CAPITAL INTELLIGENCE
Registration Number:	3478675	COLLATERALFACTS
Registration Number:	3675339	COMETRIC
Registration Number:	3215818	
Registration Number:	2781088	ENGENIUM
Registration Number:	2850155	EXPERTERASER
Registration Number:	3517022	FACTUALID
Registration Number:	3344883	FULLFACTS
Registration Number:	2989421	HIRE WITH CONFIDENCE
Registration Number:	3081105	IBAS
Registration Number:	3606412	ID INTEGRITY
Registration Number:	3130491	ID THEFTSMART

OP \$640.00 3445814

Registration Number:	2393513	INFOAMERICAS
Registration Number:	2509338	INFOLINK
Registration Number:	2900462	INTEGRATED BACKGROUND SCREENING
Registration Number:	3426326	INTELLIGENT INFORMATION FOR EMPOWERED DECISIONS
Registration Number:	2906977	KROLL ONTRACK
Registration Number:	2906976	KROLL ONTRACK
Registration Number:	3426335	SAFEGUARDING YOUR SCREENING PROCESS
Registration Number:	2856690	SEMETRIC
Registration Number:	3426321	WE PUT A WORLD OF INFORMATION AT YOUR FINGERTIPS
Serial Number:	77342702	KROLL INFOCUS
Serial Number:	77451009	YOUR IDENTITY IS YOUR BUSINESS, PROTECTING IT IS OURS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1107
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	09/09/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2010 (this "Agreement"), between KROLL INC., KROLL ASSOCIATES, INC., KROLL FACTUAL DATA, INC., KROLL ONTRACK INC., and TRIALGRAPHIX, INC. (each a "Grantor", collectively the "Grantors") and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement, dated as of August 21, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among USIS Merger Corp., a Delaware corporation, to be merged with and into US Investigations Services Inc., a Delaware corporation, USIS Acquisition Corp., a Delaware corporation, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, dated as of August 21, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing;

provided that no security interest was granted pursuant to the Security Agreement in applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall

be automatically subject to the Lien granted pursuant to the Security Agreement and deemed included in the Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Purpose.* This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement.

SECTION 5. *Counterpart.* This Agreement may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

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

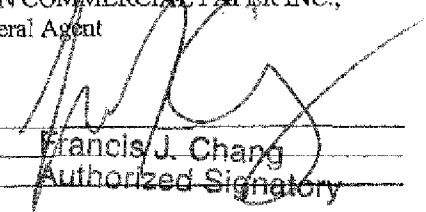
KROLL INC.
KROLL ASSOCIATES, INC.
KROLL FACTUAL DATA, INC.
KROLL ONTRACK INC.
TRIALGRAPHIX, INC.,
as Grantors

By: 
Name: Sabrina Perel
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004620 FRAME: 0479

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By: 
Name: Francis J. Chang
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I

U.S. TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Kroll Associates, Inc.	KROLL	01/16/2006	1,948,659
Kroll Background America, Inc.	KBA CAPITAL INTELLIGENCE A SERVICE OF KROLL BACKGROUND... (Tennessee)	11/15/2000	
Kroll Factual Data, Inc.	BUREAU EXPRESS	03/02/2004	2,818,865
Kroll Factual Data, Inc.	EMPFACTS	01/06/2008	2,127,122
Kroll Factual Data, Inc.	EQUITYCHOICE	02/05/2002	2,535,924
Kroll Factual Data, Inc.	EZVALUE	06/04/2002	2,575,406
Kroll Factual Data, Inc.	FACTUAL DATA	06/13/2010	2,357,201
Kroll Factual Data, Inc.	FDINSIGHT	12/07/2004	2,907,544
Kroll Factual Data, Inc.	FLASH FLOOD	04/18/2000	2,342,537
Kroll Factual Data, Inc.	QUICKSCORE	11/13/2001	2,506,135
Kroll Inc.	ACTIONFACTS (SPECIAL FORM)	06/10/2008	3,445,814
Kroll Inc.	AUTOMETRIC	07/17/2007	3,266,203
Kroll Inc.	CAPITAL INTELLIGENCE	04/28/2009	3,612,967
Kroll Inc.	COLLATERALFACTS (SPECIAL FORM)	08/05/2008	3,478,675
Kroll Inc.	COMETRIC	09/01/2009	3,675,339
Kroll Inc.	DESIGN ONLY	03/06/2007	3,215,818
Kroll Inc.	ENGENIUM	11/11/2003	2,781,088
Kroll Inc.	EXPERT ERASER (stylized)	06/08/2004	2,850,155
Kroll Inc.	FACTUALID (SPECIAL FORM)	10/14/2008	3,517,022
Kroll Inc.	FULLFACTS (SPECIAL FORM)	11/27/2007	3,344,883
Kroll Inc.	HIRE WITH CONFIDENCE	08/30/2005	2,989,421
Kroll Inc.	IBAS (stylized)	04/18/2006	3,081,105
Kroll Inc.	ID INTEGRITY	04/14/2009	3,606,412
Kroll Inc.	ID THEFTSMART	08/15/2006	3,130,491
Kroll Inc.	INFOAMERICAS	10/10/2000	2,393,513
Kroll Inc.	INFOLINK	11/20/2001	2,509,338
Kroll Inc.	INTEGRATED BACKGROUND SCREENING	11/02/2004	2,900,462
Kroll Inc.	INTELLIGENT INFORMATION FOR EMPOWERED DECISIONS	05/13/2008	3,426,326
Kroll Inc.	KROLL ONTRACK	11/30/2004	2,906,977
Kroll Inc.	KROLL ONTRACK (STYLIZED)	11/30/2004	2,906,976
Kroll Inc.	SAFEGUARDING YOUR SCREENING PROCESS	05/13/2008	3,426,335
Kroll Inc.	SEMETRIC	06/22/2004	2,856,690

Kroll Inc.	WE PUT A WORLD OF INFORMATION AT YOUR FINGERTIPS	05/13/2008	3,426,321
Kroll Ontrack Inc.	DATA ADVISOR	06/29/2009	2,258,183
Kroll Ontrack Inc.	DISK MANAGER	06/10/2006	1,396,613
Kroll Ontrack Inc.	ONTRACK	09/22/2002	1,717,817
Kroll Ontrack Inc.	ONTRACK	11/09/2003	1,803,474
Kroll Ontrack Inc.	ONTRACK SHAREVIEW	08/26/2008	3,491,230
Kroll Ontrack Inc.	RDR	04/04/2000	2,338,317
Kroll Ontrack Inc.	RDR	02/08/2000	2,316,961
Kroll Ontrack Inc.	SHAREVIEW	08/26/2008	3,491,268
TrialGraphix, Inc.	EXHIBITOR	05/23/2006	3,096,027
TrialGraphix, Inc.	IBRIEF	11/13/2001	2,508,252
TrialGraphix, Inc.	TRIALGRAPHIX AND DESIGN	12/15/2002	1,740,126
TrialGraphix, Inc.	TRIALLOGIX	8/19/2007	2,090,110

Schedule II

U.S. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Kroll Inc.	KROLL INFOCUS	12/03/2007	77/342702
Kroll Inc.	YOUR IDENTITY IS YOUR BUSINESS, PROTECTING IT IS OURS	4/17/2008	77/451009