

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/02/2008

**CONVEYING PARTY DATA**

Name	Execution Date
Investigo Corporation	07/02/2008

**RECEIVING PARTY DATA**

Name:	Broadridge Securities Processing Solutions, Inc.
Street Address:	2 Journal Square Plaza
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07306

**PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	7689489
Patent Number:	7653564
Patent Number:	7349865
Application Number:	12749132
Application Number:	11421686

**CORRESPONDENCE DATA**

Fax Number: (212)801-6400  
 Phone: 2128019200  
 Email: njdocket@gtlaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: GREENBERG TRAUIG, LLP  
 Address Line 1: Met Life Building  
 Address Line 2: 200 Park Avenue  
 Address Line 4: New York, NEW YORK 10166

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ATTORNEY DOCKET NUMBER:	104424.010000
NAME OF SUBMITTER:	Christine Lucas
Total Attachments: 6 source=Digital_#page1.tif source=Digital_#page2.tif source=Digital_#page3.tif source=Digital_#page4.tif source=Digital_#page5.tif source=Digital_#page6.tif	

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

BROADRIDGE SECURITIES PROCESSING SOLUTIONS, INC.,

INVESTIGO CORPORATION

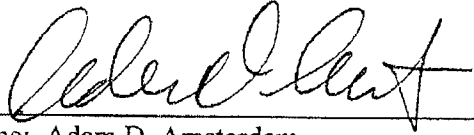
AND

SHAREHOLDERS' REPRESENTATIVES

DATED AS OF JULY 2, 2008

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

**BROADRIDGE SECURITIES PROCESSING  
SOLUTIONS, INC.**

By:   
Name: Adam D. Amsterdam  
Title: President

**INVESTIGO CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed

**SHAREHOLDERS' REPRESENTATIVES**

By: \_\_\_\_\_  
Name: Gary Griffin

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joseph Lahti

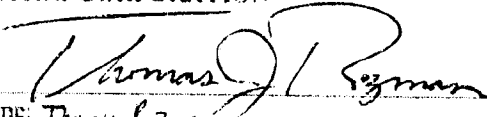
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

**BROADRIDGE SECURITIES PROCESSING SOLUTIONS, INC.**

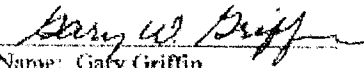
By: \_\_\_\_\_  
Name:  
Title:

**INVESTIGO CORPORATION**

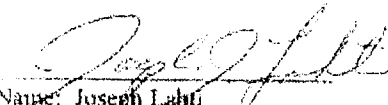
By:   
Name: Thomas Rezman  
Title: President & CEO

Acknowledged and Agreed

**SHAREHOLDERS' REPRESENTATIVES**

By:   
Name: Gary Griffin

Date: \_\_\_\_\_

By:   
Name: Joseph Lahti

Date: \_\_\_\_\_

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*{Signature Page to Agreement and Plan of Merger}*

Disclosure Schedules is valid, binding, in full force and effect, and enforceable against the Company and against the other party thereto and will continue to be legal, valid, binding, in full force and effect, and enforceable on identical terms following the consummation of the transactions contemplated by this Agreement without obtaining any consent required as a result of the transactions contemplated hereby, including with respect to the assignment or transfer and without the payment of any penalties, special assessments, or other amounts as a result of the Company entering into this Agreement or the consummation of the transactions contemplated hereby. With respect to each contract and commitment listed in Section 6.11(a) of the Disclosure Schedules, the Company has delivered or made available to the Parent a correct and complete copy of each written contract and commitment (as amended to date) and a written summary setting forth the terms and conditions of each oral contract and commitment.

6.12. Proprietary Rights.

(a) Section 6.12(a) of the Disclosure Schedules contains a complete and accurate list of all domestic and foreign (i) patented or registered Proprietary Rights and pending patent applications and other applications for registration of Proprietary Rights owned or filed by or on behalf of the Company, (ii) all Proprietary Rights for which applications have not been filed that are owned by the Company, (iii) all proprietary software and databases owned by the Company and (iv) all licenses, options, or other rights granted by the Company to any third party with respect to any Proprietary Rights owned by the Company, in each case identifying the third party and the subject Proprietary Rights, and (v) all licenses, options, or other rights granted by any third party to the Company with respect to any material Proprietary Rights (excluding off-the-shelf software), used in the operation of the business of the Company, in each case identifying the third party and the subject Proprietary Right. For each pending application for or registration of any Proprietary Rights, Section 6.12(a) of the Disclosure Schedules includes the respective application or registration number and the date of application or registration.

(b) Except as set forth in Section 6.12(b) of the Disclosure Schedules, to the Company's Knowledge, (i) the Company owns or is licensed or otherwise has the right to use the Proprietary Rights used in the operation of the Company's business as currently conducted, without future payment to any other Person and (ii) the Proprietary Rights used in the operation of the business are sufficient for the conduct of the Company's business as currently conducted. To the Company's Knowledge, the business operations of the Company, as currently conducted, and the Proprietary Rights owned by or exclusively licensed to the Company do not infringe, dilute, misappropriate or otherwise violate in any material respect the intellectual property rights of any third party, and no pending, or, to the Company's Knowledge, threatened claim has been made alleging any such infringement, or misappropriation by the Company. To the Company's Knowledge, there are no pending claims that a third party has violated, misappropriated, or infringed any of the Proprietary Rights.

(c) Neither the Company, nor to the Knowledge of the Company, any other party, is in breach of or default under (i) any license or other agreement by which the Company permits the use by a third party of the Company's Proprietary Rights or (ii) any Scheduled Contract by which the Company uses any third-party's Proprietary Rights.

(d) To the Company's Knowledge, all of the patents, patent applications, trademark and service mark registrations and applications therefor, copyright registrations and applications therefor, and domain name registrations identified in Section 6.12(a) of the Disclosure Schedules (i) are in full force and effect, (ii) are held of record in the name of the Company free and clear of all Liens (other than Permitted Liens) and (iii) are not the subject of any opposition, cancellation or reexamination proceeding or any other proceeding challenging their scope, validity, and/or enforceability. To the Company's Knowledge, all registrations of registered Proprietary Rights are valid and enforceable. All issuance, renewal, maintenance and other payments that are or have become due with respect thereto have been timely paid by or on behalf of the Company. All assignments of registered Proprietary Rights have been properly executed and recorded with the appropriate Governmental Authority. To the Company's Knowledge, the Company has complied with its duty of candor and disclosure to the United States Patent and Trademark Office and any relevant foreign patent office with respect to all patent applications filed by or on behalf of the Company (the "**Patent Applications**") and has made no material misrepresentation in the Patent Applications. The Company has not received any notice of any inventorship challenges or interferences declared with respect to any of the patents or Patent Applications included in the Proprietary Rights. The Company has used its commercially reasonable efforts to protect the proprietary nature of each item covered by the Proprietary Rights (other than any matters disclosed in any Patent Applications).

(e) Except as set forth in Section 6.12(e) of the Disclosure Schedules, the Company has exercised and continues to exercise a standard of care reasonable in its industry to protect its Proprietary Rights from misappropriation or dedication to the public. Among other things, the Company has required that all officers, employees, contractors and consultants who may have routine access to Proprietary Rights requiring protection, or who may make or contribute to development of Proprietary Rights, sign standard agreements that (i) restrict disclosure or use of the Company's Proprietary Rights to those authorized or necessary for Company business, and (ii) assign the Company all inventions, discoveries and/or other Proprietary Rights related to Company's business. All Proprietary Rights that are owned by Company and listed on Section 6.12(a) of the Disclosure Schedule or are otherwise material to the business of the Company were either developed (A) by employees of Company within the scope of their employment; or (B) by independent contractors who have assigned their entire right, title and interest in such Proprietary Rights to Company pursuant to written agreements.

(f) No trade secret (as defined in the Uniform Trade Secrets Act) of Company has been published or disclosed by Company, or to the Knowledge of Company, by any other Person, to any Person, except pursuant to licenses or other contracts which require such other Persons to maintain the confidentiality of such trade secrets (each of which licenses or contracts is disclosed in Section 6.12(f) of the Disclosure Schedules).

6.13. Permits. Except as set forth in Section 6.13 of the Disclosure Schedules, the Company owns or possesses all right, title and interest in and to all of the material Permits that are necessary to own and operate the business of the Company as presently conducted. The Company is in compliance with the material terms and conditions of such Permits and the

SECTION 6.12(a)

PROPRIETARY RIGHTS

Section 6.12(a)(i)

Patented or Registered Proprietary Rights

1. Patent No. 7,349,865 – “Methods and Systems for Monitoring the Efficacy of a Marketing Project,” filed July 27, 2001.
2. Trademark Registration No. 2,609,927 – “Investigo” (word mark), filed May 3, 2001. Renewal filed on May 23, 2008 (awaiting Notice of Acceptance from USPTO).
3. Copyright Registration No. TX0006097629 – “Investigo”
4. Copyright Registration No. TX0006208067 – “Investigo Version 2.1”
5. Copyright Registration No. TX0006408451 – “Investigo Version 3.0”

Pending Patent Applications of Proprietary Rights

1. Serial No. 09/917,120 – “Methods and Systems for Assisting Financial Services Firms and Their Representatives,” filed July 27, 2001.
2. Serial No. 09/917,447 – “Methods and Systems for Providing a Measure of Supervision over the Activities of Representatives of a Business,” filed July 27, 2001.
3. Serial No. 10/140,095 – “Methods and Systems for Assisting with Do-Not-Call Compliance,” May 7, 2002.
4. Serial No. 11/421,686 – “Methods and Systems for Client Screening in Financial Services Industry,” filed June 1, 2006.
5. Serial No. 11/736,970 – “Methods and Systems for Compliance Screening and Account Management in the Financial Services Industry,” filed April 8, 2007.
6. Serial No. 61/018,656 – “Methods and Systems for Processing Financial Services Data Provided by Various External Financial Service Sources,” filed January 2, 2008.
7. In addition to the foregoing, the Company has other know-how and trade secrets that are not listed in this Section.

Section 6.12(a)(ii)

The Company has registered the following domain names:

1. Investigo.net
2. Investigocorp.com

The Company uses the following unregistered service mark:

“Designed by Advisors for Advisors”

Disclosure Schedules § 6.12(a)

**PATENT**

**RECORDED: 09/16/2011**

**REEL: 026918 FRAME: 0364**