

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	Assignment and Assumption of All Lien and Security Interests in Patents																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Lehman Commercial Paper Inc.</td> <td>01/19/2012</td> </tr> </tbody> </table>		Name	Execution Date	Lehman Commercial Paper Inc.	01/19/2012																
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RECEIVING PARTY DATA																					
<table border="1"> <tr> <td>Name:</td> <td>Goldman Sachs Bank USA</td> </tr> <tr> <td>Street Address:</td> <td>30 Hudson Street, 5th Floor</td> </tr> <tr> <td>City:</td> <td>Jersey City</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07302</td> </tr> </table>		Name:	Goldman Sachs Bank USA	Street Address:	30 Hudson Street, 5th Floor	City:	Jersey City	State/Country:	NEW JERSEY	Postal Code:	07302										
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PROPERTY NUMBERS Total: 9																					
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Correspondent Name:	Gordon Y. Mak, Esq.																				

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ATTORNEY DOCKET NUMBER: 23407-1000

NAME OF SUBMITTER: Gordon Y. Mak

Total Attachments: 9
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ASSIGNMENT AND ASSUMPTION AGREEMENT

Reference is made to (i) the Trademark Security Agreement, dated as of August 3, 2010 (the "Trademark Security Agreement"), between Kroll Inc., Kroll Associates, Inc., Kroll Factual Data, Inc., Kroll Ontrack Inc., TrialGraphix, Inc. (collectively, the "Trademark Grantors") and Lehman Commercial Paper Inc., as Collateral Agent for the Secured Parties (the "Resigning Agent"), (ii) the Patent Security Agreement, dated as of August 3, 2010 (the "Patent Security Agreement"), between Kroll Ontrack Inc. and the Resigning Agent and (iii) the Copyright Security Agreement, dated as of August 3, 2010 (the "Copyright Security Agreement") between Kroll Inc., Kroll Ontrack Inc. (together, the "Copyright Grantors") and the Resigning Agent (together with the Trademark Security Agreement and Patent Security Agreement, the "Intellectual Property Security Agreements").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Intellectual Property Security Agreements, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement, and the security interest that was recorded with the U.S. Patent and Trademark Office on September 9, 2011 at Reel/Frame Nos. 004620/0467, 004620/0459, 004620/0475, 004620/0483 and 004620/0491, each Trademark Grantor granted the Resigning Agent a lien on and security interest in all right, title or interest in or to any and all Trademark Collateral of such Trademark Grantor listed on Schedule I hereto;

WHEREAS, pursuant to the Patent Security Agreement, and the security interest that was recorded with the U.S. Patent and Trademark Office on September 9, 2011 at Reel/Frame No. 026883/0916, Kroll Ontrack Inc. granted the Resigning Agent a lien on and security interest in all of its right, title or interest in or to any and all Patent Collateral listed on Schedule II hereto; and

WHEREAS, pursuant to the Copyright Security Agreement, and the security interest that was sent by U.S. Express Mail to the Library of Congress, Copyright Office on September 30, 2011, each Copyright Grantor granted the Resigning Agent a lien on and security interest in all right, title or interest in or to any and all Copyright Collateral of such Copyright Grantor listed on Schedule III hereto;

WHEREAS, pursuant to the Resignation, Waiver, Consent and Appointment Agreement dated as of August 3, 2010, between the Resigning Agent, the Successor Agent (as defined below) and the other parties thereto (the "Appointment Agreement"), (a) the Resigning Agent resigned as Collateral Agent and assigned to the Successor Agent (as defined below) all liens and security interests granted or assigned to the Resigning Agent under the Loan Documents (as defined in the Credit Agreement) and (b) the Successor Agent assumed all such liens and security interests for its benefit and the benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Agent and Goldman Sachs Bank USA (the "Successor Agent") hereby agree as follows:

This Assignment and Assumption Agreement is made as of January 19, 2012 (the "Execution Date") but effective as of the Transfer Date (as defined below).

All liens and security interests granted to the Resigning Agent pursuant to the Intellectual Property Security Agreements were assigned to the Successor Agent pursuant to the Appointment Agreement on August 3, 2010 (the "Transfer Date").

From and after the Transfer Date, (a) the Successor Agent became a party to the Intellectual Property Security Agreements and assumed the rights and obligations of the Collateral Agent thereunder and under the other Loan Documents (as defined in the Credit Agreement) and became bounded by the provisions thereof, and (b) the Resigning Agent relinquished its rights and was released from its obligations under the Intellectual Property Security Agreements.

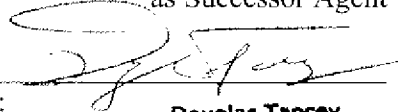
Following the execution of this Assignment and Assumption Agreement, it will be delivered to the Successor Agent for recording by the Successor Agent pursuant to the Intellectual Property Security Agreements with the United States Patent and Trademark Office and the Library of Congress, Copyright Office.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

GOLDMAN SACHS BANK USA,
as Successor Agent

By: 
Title: Douglas Tansey
Authorized Signatory

LEHMAN COMMERCIAL PAPER INC.,
as Resigning Agent

By: _____
Title: _____

[Assignment and Assumption Agreement Signature Page]

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23522042

PATENT
REEL: 027579 FRAME: 0788

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

GOLDMAN SACHS BANK USA,
as Successor Agent

By: _____
Title: _____

LEHMAN COMMERCIAL PAPER INC.,
as Resigning Agent

By: _____
Title: _____

AHUVA SCHWAGER
AUTHORIZED SIGNATORY

Agreed and Accepted:

KROLL INC.
KROLL ASSOCIATES, INC.
KROLL FACTUAL DATA, INC.
KROLL ONTRACK INC.

By: 

Title: David R. Fontaine, Vice President & Secretary

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

Owner	Mark	Reg. Date	Reg. No.
Kroll Background America, Inc.	KBA CAPITAL INTELLIGENCE A SERVICE OF KROLL BACKGROUND AMERICA, INC. AND DESIGN (Tennessee)	11/15/2000	
Kroll Factual Data, Inc.	BUREAU EXPRESS	03/02/2004	2,818,865
Kroll Factual Data, Inc.	EMPFACTS	01/06/1998	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	06/13/2000	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	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	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	10/14/2008	3,517,022
Kroll Inc.	FULLFACTS	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	01/16/1996	1,948,659
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 Inc.	YOUR IDENTITY IS YOUR BUSINESS, PROTECTING IT IS OURS	12/21/2010	3,894,286
Kroll Ontrack Inc.	DATA ADVISOR	06/29/1999	2,258,183
Kroll Ontrack Inc.	DISK MANAGER	06/10/1986	1,396,613
Kroll Ontrack Inc.	ONTRACK	09/22/1992	1,717,817
Kroll Ontrack Inc.	ONTRACK	11/09/1993	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	12/15/1992	1,740,126
TrialGraphix, Inc.	TRIALLOGIX	8/19/1997	2,090,110

U.S. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Kroll Inc.	KROLL INFOCUS	12/03/200 7	77/342702

SCHEDULE II

U.S. PATENTS

<u>Owner</u>	<u>Title</u>	<u>Type</u>	<u>Issue Date</u>	<u>Patent No.</u>
Kroll Ontrack Inc.	AST Autometric	Information Exploration Systems and Method	3/9/2010	7,676,463
Kroll Ontrack Inc.	AST Semetric	Method and System for Optimally Searching a Document Database Using a Representative Semantic Space	1/25/2005	6,847,966
Kroll Ontrack Inc.	AST Semetric	Method and System for Optimally Searching a Document Database Using a Representative Semantic Space	1/27/2009	7,483,892
Kroll Ontrack Inc.	RDR	Apparatus and Method for Remote Data Recovery	11/7/2000	6,145,088
Kroll Ontrack Inc.	RDR	Apparatus and Method for Remote Data Recovery	11/30/2004	6,826,707
Kroll Ontrack Inc.	RVC	Apparatus and Method for Remote Virus Diagnosis & Repair	2/12/2002	6,347,375
Kroll Ontrack Inc.	TIFFER 1 / Utility	System and Method for Data Management	9/5/2006	7,103,602

PENDING U.S. PATENT APPLICATIONS

<u>Owner</u>	<u>Patent Serial No.</u>	<u>Filing Date</u>
Kroll Ontrack Inc.	09,894,373	6/27/2001
Kroll Ontrack Inc.	10,941,065	9/13/2004

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS

Owner	Title	Reg. No.	Date
Kroll Ontrack Inc.	[Disk Manager For Windows]	TX4563179	07/18/1997
Kroll Ontrack Inc.	Disk Manager Mac, Updated Version.	TX4289360	06/17/1996
Kroll Ontrack Inc.	Corporate Profile: Ontrack Computer Systems, Ontrack Data Recovery.	TX4181537	12/08/1995
Kroll Ontrack Inc.	Disk Manager Mac.	TX4345287	10/15/1996
Kroll Ontrack Inc.	Disk Manager Mac: Installation Utility For Macintosh: User Manual.	TX4226199	12/08/1995
Kroll Ontrack Inc.	Disk Manager.	TX4550399	02/18/1997
Kroll Ontrack Inc.	Disk Manager: The Original Hard Disk Installation Utility: Easy Installation Manual.	TX4169715	12/08/1995
Kroll Ontrack Inc.	Disk Manager: Version 1.04.	TX4345288	10/15/1996
Kroll Ontrack Inc.	DOSUTILS: Version 1.00.	TX4340491	11/16/1995
Kroll Ontrack Inc.	Drive Rocket.	TX4208171	11/16/1995
Kroll Ontrack Inc.	Drive Rocket: Software Launching Guide.	TX4170563	12/08/1995
Kroll Ontrack Inc.	Ontrack Data Recovery For NetWare.	TX4136089	12/08/1995
Kroll Ontrack Inc.	Ontrack Data Recovery For Netware.	TX4167160	11/16/1995
Kroll Ontrack Inc.	RECOVEREASE.	TX4208172	11/16/1995
Kroll Ontrack Inc.	Data Protection Guide.	TX4523591	04/02/1997
Kroll Ontrack Inc.	Data Protection Guide.	TXU720950	03/18/1996
Kroll Ontrack Inc.	Data Recovery Restore.	TXU720474	11/16/1995