# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment and Assumption Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc.		08/03/2010	CORPORATION: NEW YORK

# **RECEIVING PARTY DATA**

Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1891452	CORPORATE RISK INTERNATIONAL CRI
Registration Number:	2068619	NATIONAL DIAGNOSTICS
Registration Number:	2653670	HIRERIGHT
Registration Number:	2748100	HIRERIGHT
Registration Number:	2117799	HIRERIGHT
Registration Number:	1942442	HIRERIGHT
Registration Number:	2861506	FIRESAFE
Registration Number:	2865693	NIDB
Registration Number:	2449532	RISKALERT
Registration Number:	2406734	EXPLORE
Registration Number:	2393935	EXPLORE
Registration Number:	2863863	NATIONAL INSURANCE DATABASE
Registration Number:	1832397	EXPLORE
Registration Number:	1832401	E.A.R.S.
		TRADEMARK

REEL: 004620 FRAME: 0499

Registration Number:	2993326	USIS WATCHDOG
Registration Number:	3339985	USIS INSIGHT INTELLIGENCE INTEGRITY
Registration Number:	2889127	INFORMARE LABORAMUS
Registration Number:	2889128	WE LABOR TO INFORM
Registration Number:	2881611	EIG
Registration Number:	3379676	DVA
Registration Number:	3576677	DAC THE DRIVING FORCE BEHIND USIS
Registration Number:	3473807	ENSURING A SAFER FUTURE TODAY
Registration Number:	3165082	USIS ATLAS
Registration Number:	3171142	THE POWER TO SECURE YOUR FUTURE
Registration Number:	3320499	USIS ID VERIFY
Registration Number:	3341366	USIS EAPPLICATION
Registration Number:	3336366	ADD2CRIM
Registration Number:	3577912	USIS GUARDIAN
Registration Number:	3073618	THE RIGHT INFORMATION FOR THE RIGHT DECISION
Registration Number:	2982109	USIS 20/20
Registration Number:	3032912	USIS WIDESCREEN
Registration Number:	2908473	DAC SERVICES A USIS COMPANY
Registration Number:	3287254	DRIVER VIOLATION ALERT
Registration Number:	3283988	NATIONAL THEFT DATABASE
Registration Number:	1443503	DAC
Registration Number:	2108939	USIS

## **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

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#### ASSIGNMENT AND ASSUMPTION AGREEMENT

Reference is made to (i) the Trademark Security Agreement, dated as of February 26, 2010 (the "CRI Trademark Security Agreement"), between Corporate Risk International, Inc. ("CRI") and Lehman Commercial Paper Inc. (the "Resigning Agent"), (ii) the Copyright Security Agreement, dated as of February 26, 2010 (the "CRI Copyright Security Agreement"), between CRI and the Resigning Agent, (iii) the Trademark Security Agreement, dated as of December 22, 2009 (the "NDI Trademark Security Agreement"), between National Diagnostics, Inc. ("NDI") and the Resigning Agent, (iv) the Copyright Security Agreement, dated as of December 22, 2009 (the "NDI Copyright Security Agreement"), between NDI and the Resigning Agent, (v) the Patent Security Agreement, dated as of December 22, 2009 (the "NDI Patent Security Agreement"), between NDI and the Resigning Agent, (vi) the Copyright Security Agreement, dated as of May 18, 2009 (the "LAI Copyright Security Agreement"), between Labat-Anderson Incorporated ("LAI") and the Resigning Agent, (vii) the Trademark Security Agreement, dated as of August 21, 2008 (the "HRI Trademark Security Agreement"), between HireRight, Inc. ("HRI") and the Resigning Agent, (viii) the Copyright Security Agreement, dated as of August 21, 2008 (the "HRI Copyright Security Agreement"), between HRI and the Resigning Agent, (ix) the Patent Security Agreement, dated as of August 21, 2008 (the "HRI Patent Security Agreement"), between HRI and the Resigning Agent, (x) the Trademark Security Agreement, dated as of August 21, 2007 (the "USIS/Explore Trademark Security Agreement") among US Investigations Services, LLC ("USIS"), Explore Information Services, LLC ("Explore") and the Resigning Agent, (xi) the Copyright Security Agreement, dated as of August 21, 2007 (the "Explore Copyright Security Agreement"), between Explore and the Resigning Agent, and (xii) the Patent Security Agreement, dated as of August 21, 2007 (the "Explore Patent Security Agreement"), between Explore and the Resigning Agent (together with the CRI Trademark Security Agreement, the CRI Copyright Security Agreement, the NDI Trademark Security Agreement, the NDI Copyright Security Agreement, the NDI Patent Security Agreement, the LAI Copyright Security Agreement, the HRI Trademark Security Agreement, the HRI Copyright Security Agreement, the HRI Patent Security Agreement, the USIS/Explore Trademark Security Agreement, and the Explore Copyright 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 CRI Trademark Security Agreement, and the security interest that was recorded with the U.S. Patent and Trademark Office on April 26, 2010 at Reel/Frame No. 4196/0894, CRI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule I, and all goodwill associated with such Trademarks and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the CRI Copyright Security Agreement, which was submitted to the Library of Congress, Copyright Office on March 18, 2010 for recordation, CRI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Copyrights listed on Schedule II, and all goodwill associated with such Copyrights and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the NDI Trademark Security Agreement, and the security interest that was recorded with the U.S. Patent and Trademark Office on December 31, 2009 at Reel/Frame No. 4122/0812, NDI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule III, and all goodwill associated with such Trademarks and all proceeds of any and all of the foregoing:

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WHEREAS, pursuant to the NDI Copyright Security Agreement, which was filed with the Library of Congress, Copyright Office on January 7, 2010 at Microfilm V3586D041, NDI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Copyrights listed on Schedule IV, and all goodwill associated with such Copyrights and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the NDI Patent Security Agreement, which was recorded with the U.S. Patent and Trademark Office on December 31, 2009 at Reel/Frame No. 023724/0719, NDI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patents listed on Schedule V, and all goodwill associated with such Patents and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the LAI Copyright Security Agreement, which was filed with the Library of Congress, Copyright Office on January 7, 2010 at Microfilm V3586D040, LAI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Copyrights listed on Schedule VI, and all goodwill associated with such Copyrights and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the HRI Trademark Security Agreement, HRI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on <u>Schedule VII</u>, and all goodwill associated with such Trademarks and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the HRI Copyright Security Agreement, HRI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Copyrights listed on <u>Schedule VIII</u>, and all goodwill associated with such Copyrights and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the HRI Patent Security Agreement, HRI granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patents listed on <u>Schedule IX</u>, and all goodwill associated with such Patents and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the USIS/Explore Trademark Security Agreement, which was recorded with the U.S. Patent and Trademark Office on September 12, 2007 at Reel/Frame No. 3635/0069, USIS and Explore granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule X, and all goodwill associated with such Trademarks and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Explore Copyright Security Agreement, which was filed with the Library of Congress, Copyright Office on September 4, 2007 at Microfilm V3558D019, Explore granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Copyrights listed on <u>Schedule XI</u>, and all goodwill associated with such Copyrights and all proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Explore Patent Security Agreement, which was recorded with the U.S. Patent and Trademark Office on September 11, 2007 at Reel/Frame No. 019810/0079, Explore granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patents listed on Schedule XII, and all goodwill associated with such patents and all proceeds of any and all of the foregoing;

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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:

The Resigning Agent hereby irrevocably assigns to the Successor Agent without recourse, and the Successor Agent hereby assumes from the Resigning Agent, the interest in and to the Resigning Agent's rights and obligations under the Intellectual Property Security Agreements, as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption Agreement shall be the date of execution by all parties (the "Effective Date"). 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.

From and after the Effective Date, (a) the Successor Agent shall be a party to the Intellectual Property Security Agreements and shall have the rights and obligations of the Agent thereunder and under the other Loan Documents (as defined in the Credit Agreement) and shall be bound by the provisions thereof, and (b) the Resigning Agent shall relinquish its rights and be released from its obligations under the Intellectual Property Security Agreements.

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]

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

GOLDMAN SACHS BANK USA,

as Successor Agent

By: Anna Osana Authorized Signatory

Accepted and agreed as of  $\frac{Avgvs+3}{2}$ , 2010:

LEHMAN COMMERCIAL PAPER INC.,

as Resigning Agenta

By: \_\_\_ Name:

Title:

Hancls J. Cyapy Authorized Signatory

# ACCEPTED AND AGREED AS OF August 3, 2010:

CORPORATE RISK INTERNATIONAL, INC. EXPLORE INFORMATION SERVICES, LLC HIRERIGHT, INC.

LABAT-ANDERSON INCORPORATED NATIONAL DIAGNOSTICS, INC. US INVESTIGATIONS SERVICES, L.L.C.

By:

Name: David R. Fontaine

Title: Senior Vice President and Secretary

REEL: 004620 FRAME: 0507

## Schedule 1

Trademark Security Agreement dated as of February 26, 2010 between Corporate Risk International, Inc. and Lehman Commercial Paper Inc. Reel/Frame 4196/0894

Trademark	App. No.	Reg. No.	Status	Owner
CORPORATE RISK INTERNATIONAL CRI	74316422	1891452	Ronewed	Corporate Risk International, Inc.

## Schedule II

Copyright Security Agreement dated as of February 26, 2010 between Corporate Risk International, Inc. and Lehman Commercial Paper Inc.

Title	Reg. No.	Owner
Crisis management planning and executive		Corporate Risk International, Inc.
protection / prepared by Sean M. McWeeney	3350000, 11, 51	, ,
Worldwide threat and travel advisory	TXu000656116	Corporate Risk International, Inc.

#### Schedule III

Trademark Security Agreement dated as of December 22, 2009 between National Diagnostics, Inc. and Lehman Commercial Paper Inc.

Reel/Frame 4122/0812

Trademark	Reg. No.	Status	Owner
NATIONAL DIAGNOSTICS	2068619	Registered	National Diagnostics, Inc.

#### Schedule IV

Copyright Security Agreement dated as of December 22, 2009 between National Diagnostics, Inc. and Lehman Commercial Paper Inc.
Microfilm No. V3586D041

Title	Reg. No.	Owner
18 hour turnaround time on negatives	TX0003613421	National Diagnostics, Inc.

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# Schedule V

Patent Security Agreement, dated as of December 22, 2009 between National Diagnostics, Inc. and Lehman Commercial Paper Inc. Reel/Frame 023724/0719

	r	
Title	App. No.	Owner
Program management process flow	12333687	National Diagnostics, Inc.

# Schedule VI

Copyright Security Agreement, dated as of May 18, 2009 between Labat-Anderson Incorporated and Lehman Commercial Paper Inc.

Title	Reg. No.	Owner
Automated task order management system	TXu826429	Labat-Anderson Incorporated
(ATOMS)		

#### Schedule VII

Trademark Security Agreement dated as of August 21, 2008 between HireRight, Inc. and Lehman Commercial Paper Inc.

Trademark	Reg. No.	Status	Owner
HIRERIGHT (and design)	2653670	Registered	HireRight, Inc.
HIRERIGHT	2748100	Registered	HireRight, Inc.
HIRERIGHT	2117799	Registered	HireRight, Inc.
HIRERIGHT	1942442	Registered	HireRight, Inc.

# Schedule VIII

Copyright Security Agreement dated as of August 21, 2008 between HireRight, Inc. and Lehman Commercial Paper Inc.

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Title	Reg. No.	Owner
Personnel assessment & selection system.	TXu000962731	HireRight, Inc.

# Schedule IX

Patent Security Agreement dated as of August 21, 2008 between HireRight, Inc. and Lehman Commercial Paper Inc.

Title	App. No.	Owner	
Automation and streamlining of recruiting and background screening via bi-directional communication and process integration	11/700,697	HireRight, Inc.	and the second
Spatial and temporal graphical display of verified/validated data organized as complex events	11/580,037	HireRight, Inc.	
Method, statistical model and apparatus used for the prediction of order turnaround time in an information verification system	Not yet assigned.	HireRight, Inc.	

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## Schedule X

Trademark Security Agreement dated as of August 21, 2007 among US Investigations Services, LLC, Explore Information Services, LLC and Lehman Commercial Paper Inc.

Reel/Frame 3635/0069

Trademark	Reg. No.	Status	Owner
FIRESAFE	2861506	Registered	Explore Information Services, LLC
NIDB	2865693	Registered	Explore Information Services, LLC
RISKALERT	2449532	Registered	Explore Information Services, LLC
			and Schwan's Technology Group, Inc.
EXPLORE	2406734	Registered	Explore Information Services, LLC
EXPLORE			and Schwan's Technology Group, Inc.
EXPLORE	2393935	Registered	Explore Information Services, LLC
EXPLORS:			and Schwan's Technology Group, Inc.
NATIONAL INSURANCE	2863863	Registered	Explore Information Services, LLC
DATABASE			
EXPLORE	1832397	Renewed	Explore Information Services, LLC
			and Schwan's Technology Group, Inc.
E.A.R.S.	1832401	Renewed	Explore Information Services, LLC
			and Schwan's Technology Group, Inc.
USIS WATCHDOG	2993326	Registered	US Investigations Services LLC
USIS INSIGHT INTELLIGENCE	3339985	Registered	US Investigations Services, LLC
INTEGRITY			
USIS			
INFORMARE LABORAMUS	2889127	Registered	US Investigations Services, LLC
WE LABOR TO INFORM	2889128	Registered	US Investigations Services, LLC
EIG	2881611	Registered	US Investigations Services, LLC
DVA	3379676	Registered	US Investigations Services, LLC
DAC THE DRIVING FORCE	3576677	Registered	US Investigations Services, LLC
BEHIND USIS			
DAC			
ENSURING A SAFER FUTURE	3473807	Registered	US Investigations Services, LLC
TODAY			
USIS ATLAS	3165082	Registered	US investigations Services, LLC
THE POWER TO SECURE YOUR	3171142	Registered	US Investigations Services, LLC
FUTURE			
USIS ID VERIFY	3320499	Registered	US Investigations Services, LLC
USIS EAPPLICATION	3341366	Registered	US Investigations Services, LLC
ADD2CRIM	3336366	Registered	US Investigations Services, LLC
USIS GUARDIAN	3577912	Registered	US Investigations Services, LLC
THE RIGHT INFORMATION FOR	3073618	Registered	US Investigations Services, LLC
THE RIGHT DECISION			4,400
USIS 20/20	2982109	Registered	US Investigations Services, LLC
USIS WIDESCREEN	3032912	Registered	US Investigations Services, LLC
DAC SERVICES A USIS COMPANY	2908473	Registered	US Investigations Services, LLC
EAC Services			
DRIVER VIOLATION ALERT	3287254	Registered	US Investigations Services, LLC
NATIONAL THEFT DATABASE	3283988	Registered	US Investigations Services, LLC
DAC	1443503	Renewed	US Investigations Services, LLC
USIS	2108939	Renewed	US Investigations Services, LLC

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## Schedule X1

Copyright Security Agreement dated as of August 21, 2007 between Explore Information Services, LLC and Lehman Commercial Paper Inc. Microfilm No. V3558D019

Title	Reg. No.	Owner
Group registration for automated database	TXu001339610	Explore Information Services, LLC
entitled: "National fire station database",		
unpublished updates from 10/23/2006 to		
12/31/2006		

## Schedule XII

Patent Security Agreement dated as of August 21, 2007 between Explore Information Services, LLC and Lehman Commercial Paper Inc. Reel/Frame 019810/0079

The state of the s	A BT -	
Title	App. No.	Owner
Fire risk assessment system	10966157	Explore Information Services, LLC
Unreported risk detector	11173169	Explore Information Services, LLC

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