

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
Integrated Compliance Solutions, LLC		04/11/2012	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Fidelity Information Services, LLC
Street Address:	601 Riverside Ave.
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32204
Entity Type:	CORPORATION: ARKANSAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3282997	INTEGRATED COMPLIANCE SOLUTIONS
Registration Number:	3409181	ICS INTEGRATED COMPLIANCE SOLUTIONS
Registration Number:	3819677	THE CONFIDENCE OF MORE

CORRESPONDENCE DATA

Fax Number: 9043960663
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 904-346-5518
 Email: tsaitta@rtlaw.com
 Correspondent Name: Thomas C. Saitta / Rogers Towers, P.A.
 Address Line 1: 1301 Riverplace Blvd.
 Address Line 2: Suite 1500
 Address Line 4: Jacksonville, FLORIDA 32207

ATTORNEY DOCKET NUMBER:	58162
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CH \$90.00 3282997

NAME OF SUBMITTER:	Thomas C. Saitta
Signature:	/thomas c saitta/
Date:	04/18/2012
Total Attachments: 4 source=ICS FIS TM assignment#page1.tif source=ICS FIS TM assignment#page2.tif source=ICS FIS TM assignment#page3.tif source=ICS FIS TM assignment#page4.tif	

**TRADEMARK ASSIGNMENT
(ICS RISK ADVISORS)**

Reg. No. 3,282,997

Reg. No. 3,409,181

Reg. No. 3,819,677

This Trademark Assignment (this "Assignment") is dated and made effective as of April 11, 2012 (the "Effective Date"), by and between: (i) Integrated Compliance Solutions, LLC, a New Jersey limited liability company ("Seller"); and (ii) Fidelity Information Services, LLC, an Arkansas limited liability company ("Buyer").

Seller has adopted, is using and is the exclusive owner of all rights, title and interest in and to the trademarks and the goodwill associated with the following trademarks (collectively, the "Marks"):

INTEGRATED COMPLIANCE SOLUTIONS

Reg. No. 3,282,997, registered August 21, 2007;

ICS INTEGRATED COMPLIANCE SOLUTIONS

Reg. No. 3,409,181, registered April 8, 2008;

THE CONFIDENCE OF MORE

Reg. No. 3,819,677, registered July 13, 2010

Pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated April ____, 2012 (the "Asset Purchase Agreement"), by and among Buyer, Seller, John F. White, John C. Soffronoff, Jr., John E. Palmer, and Henry M. Applegate., Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, the Purchased Assets (as defined in the Asset Purchase Agreement), including, without limitation, the Marks and the registrations of the Marks.

Now, therefore, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, said Seller does hereby sell, assign and transfer unto said Buyer all rights, title and interest in and to the Marks, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and the registrations set forth above, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Seller hereby irrevocably appoints Buyer as its true and lawful attorney-in-fact on Seller's and Buyer's behalf and in Seller's and/or Buyer's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Buyer or its successors, assigns or other legal representatives, to effect the conveyance to Buyer and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States, and to enable Buyer and its successors, assigns and other legal representatives to sustain or renew the Marks, and to maintain, perfect, support and protect the right, title and interest of Buyer and its successors, assigns and other legal representatives, in and to the Marks and any registrations issued in connection therewith.

Seller authorizes and requests the United States Commissioner of Patents and Trademarks to record Buyer as Buyer and owner of the Marks, and issue any and all registrations thereon to Buyer, as Buyer of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors, assigns or other legal representatives.

Seller shall provide to Buyer, its successors, assigns or other legal representatives, cooperation and assistance at Buyer's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with the implementation, perfection and/or recording of this Assignment, and Seller shall execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Buyer or its successors, assigns or other legal representatives, to effect the conveyance to Buyer and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States, and to enable Buyer and its successors, assigns and other legal representatives to sustain or renew the Marks, and to maintain, perfect, support and protect the right, title and interest of Buyer and its successors, assigns and other legal representatives, in and to the Marks and any registrations issued in connection therewith.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON NEXT PAGE]

The parties hereto have caused this Trademark Assignment to be executed intending to be legally bound as of April 11, 2012.

INTEGRATED COMPLIANCE SOLUTIONS, L.L.C.

By: John F. White
Name: John F. White
Title: CEO

FIDELITY INFORMATION SERVICES, LLC


By: _____
Name: _____
Title: _____

The parties hereto have caused this Trademark Assignment to be executed intending to be legally bound as of April 11, 2012.

INTEGRATED COMPLIANCE SOLUTIONS, L.L.C.

By: _____
Name: _____
Title: _____

FIDELITY INFORMATION SERVICES, LLC

By:  _____
Name: Michael L. Gravelle
Title: Corporate Executive Vice President