

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E-Scan Data Systems, Inc.		11/05/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85828714	REVSCAN	
Registration Number:	3908658	ESCAN	
Registration Number:	4035409	ESCANALYTICS	
Registration Number:	4051939	ESCAN DATA SYSTEMS INC	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001315/0001		
NAME OF SUBMITTER:	Samantha J. Himelman		
SIGNATURE:	/sjh/		
DATE SIGNED:	03/21/2014		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 5, 2013 is made by E-Scan Data Systems, Inc., a Texas corporation with principal offices at 9005 Mountain Ridge Drive, STE 205, Austin, TX 78759, (the “Grantor”) in favor of Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, NYC60-0208, 2nd Floor, New York, New York 10005-2858 (the “Grantee”), parties to the Security Agreement, dated as of June 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Grantee has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Grantee a continuing security interest in all Intellectual Property, including the Marks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Grantee, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of offset against all of Grantor’s right, title and interest in, to and under the Marks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent, together with (i) all Proceeds and products of the Marks, (ii) the goodwill of the businesses with which the Marks are associated and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of

which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

E-SCAN DATA SYSTEMS, INC., Grantor

By  _____

Name: Michael J. Forde

Title: Vice President and Assistant Secretary

[TransUnion – Trademark Security Agreement]

TRADEMARK
REEL: 005241 FRAME: 0674

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By Peter Cucchiara


Name: Peter Cucchiara
Title: Vice President

By Kirk L. Tashjian

Name: Kirk L. Tashjian
Title: Vice President

[TransUnion – Trademark Security Agreement]

SCHEDULE A

<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
REVSCAN	1/22/2013	Pending	App No. 85/828,714
ESCAN	4/23/2009	Registered	Reg. No.3,908,658
ESCANALYTICS	4/23/2009	Registered	Reg. No. 4,035,409
	10/25/2010	Registered	Reg. No. 4,051,939