

05-15-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

101716388

EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ChoicePoint Services Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other 5-10-01 Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: ChoicePoint Asset Company Internal Address: 300 Delaware Avenue Suite 900 Street Address: Wilmington State: DE Zip: 19801 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: May 1, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/763,128 75/929,234 B. Trademark Registration No.(s) 2,409,184 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: J. Michael Martinez de Andino Internal Address: Hunton & Williams Riverfront Plaza, East Tower Street Address: 951 East Byrd Street City: Richmond State: VA Zip: 23219-4074

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$90.00 [x] Enclosed [x] Authorized to be charged to deposit account if fees are insufficient or credit is needed 8. Deposit account number: 08-3436 90E

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. J. Michael Martinez de Andino Name of Person Signing [Signature] Signature May 8, 2001 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002295 FRAME: 0537

## Assignment

This United States Patent and Trademark Assignment ("Assignment"), made by and between **ChoicePoint Services Inc.**, a Georgia corporation, having a principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Assignor") and **ChoicePoint Asset Company**, a Delaware company, having its principal place of business at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801 ("Assignee"), provides as follows.

### Recitals.

Whereas, Assignor owns the entire right, title and interest in and to the United States patent applications, trademark applications and trademark registration ("Patent Application and Trademark Applications/Registration") set forth on Schedule A hereto and the inventions/marks ("Inventions/Marks") therein disclosed and claimed (collectively, the "Patent Applications and Trademark Applications/Registration and Inventions/Marks"), and has the unrestricted right to sell, assign and transfer such Patent Applications and Trademark Applications/Registration and Inventions/Marks; and

Whereas, Assignee is desirous of acquiring the entire right, title and interest in and to the Patent Application and Trademark Applications/Registration and Inventions/Marks.

### Assignment.

Now, therefore, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold and by these presents does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns Assignor's entire right, title and interest in and to the Patent Applications and Inventions and in and to any and all applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, past and current litigation matters and in and to any and all letters patent of the United States of America and all countries foreign thereto and reissues and extensions thereof which may be granted therefor or thereon, for the full term for which said letters patent may be granted, together with the right to claim the priority of any patent application included therein, to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. The Assignor also hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Trademark Applications/Registration, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All Marks").

Assignor also hereby sells, assigns, transfers and conveys unto Assignee, its successors and assigns the right to sue for any and all infringement of the Patents and/or Trademarks occurring prior to the date of this Assignment.

Assignor covenants and agrees, on its own behalf and on behalf of its successors and assigns, without further compensation, to promptly at any time upon the request of the Assignee, its successors and assigns, provide such further information and execute such further assignments and documents and do all lawful acts with respect to the Patent Applications and Trademark Applications/Registration and Inventions/Marks that may be necessary or desirable to perfect title thereto in the Assignee, its successors or assigns, and to obtain patents, patent applications, or in any patent interference proceedings or for any divisions, continuations or continuation-in-part patent applications relating thereto or trademark registrations, trademark applications, service marks, trade names and trade dress.

Assignor warrants and represents to Assignee that Assignor has full and unencumbered legal and equitable title to the Patent Applications and Trademark Applications/Registration and Inventions/Marks and that no other person, firm, corporation or entity has been granted any rights by said Assignor in or to the Patent Applications and Trademark Applications/Registration and Inventions/Marks.

Witness the following signature, made as of the date set forth.

Assignor:

**ChoicePoint Services Inc.**, a Georgia corporation

By: 

Name: J. Michael de Janes

Title: General Counsel

Date: May 1, 2001

State of Georgia,  
County of Fulton:

On this 1<sup>st</sup> day of May, 2001, before me personally appeared J. Michael de Janes, to me known to be the General Counsel of ChoicePoint Services Inc., a Georgia corporation, on whose behalf he executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My commission expires: ~~Notary Public, Cobb County, Georgia~~  
~~My Commission Expires June 24, 2004~~

Laura K. Peterson

Notary Public

**Schedule A****Trademark Application(s):**

<b><u>Mark</u></b>	<b><u>Serial/Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Goods/Services, Class</u></b>
EFIRST	75/763,128		Providing an online marketplace for loan procurement and financial transactions processing, namely providing lender resources, compiling and providing electronic links to other service providers, providing messaging-based transaction process management, providing transaction-specific cost allocation services, providing industry information and lender information, and providing invoice tracking and management services, all via a global computer information network in Class 42
PROVALENT	75/929,234		Providing an online marketplace for loan procurement and financial transactions processing, namely providing lender resources, compiling and providing electronic links to other service providers, providing messaging-based transaction process management, providing transaction-specific cost allocation services, providing industry information and lender information, and providing invoice tracking and management services, all via a global computer information network in Class 42 (This application has been abandoned; goodwill and common law rights transfer)
LIENGUARD	2,409,184	11/28/00	Providing an online marketplace for loan procurement and financial transactions processing, namely providing lender resources, compiling and providing electronic links to other service providers, providing messaging-based transaction process management, providing transaction-

**Goods/Services, Class (continued)**

specific cost allocation services, providing industry information and lender information, and providing invoice tracking and management services, all via a global computer information network in Class 42

**Patent Application(s):**

<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>
60/160,599	10/20/99	“Secured Lending Transaction Processing and Management System”
09/455,876	12/06/99	“Secured Lending Transaction Processing and Management System”
PCT/US00/28991	10/20/00	“Secured Lending Transaction Processing and Management System”