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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

NightFire Software, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (California)
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: NightFire Acquisition Corporation

Internal c/o NeuStar, Inc.

Address:

46000 Center Oak Plaza

Street Address:

City: Sterling State: VA Zip: 20166

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: August 21, 2003 (BOTH)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,440,763

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy E. Barrier

Internal Address: Gibson, Dunn & Crutcher LLP

Street Address: 1050 Connecticut Ave., NW

City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

AMYE E. BARRIER

Name of Person Signing

Amy E Barrier

Signature

8/26/03

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

Continuation of Item 1: Conveying Parties

ORIX Venture Finance LLC

OTHER: Limited Liability Company

Continuation of Item 4B: Registration Numbers

2,592,431

2,400,324

2,337,555

2,552,217

2,373,877

Execution Copy

ASSIGNMENT OF NIGHTFIRE SOFTWARE, INC. MARKS

Whereas, NightFire Software, Inc., a California corporation ("Company"), NeuStar, Inc., a Delaware corporation ("Parent"), NightFire Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"), and ORIX Venture Finance LLC, a Delaware limited liability company and successor to ORIX USA Corporation ("ORIX"), have entered into an Asset Purchase Agreement dated as of July 29, 2003, as amended (the "Agreement"), for Purchaser to acquire all right, title and interest of Company and ORIX in certain assets, including without limitation certain names, identifications or logos as registered or unregistered trademarks, trade names or service marks ("Trademarks"), which are listed on the attached Schedule I, which is incorporated herein by reference.

Whereas, ORIX, as foreclosing creditor under that certain Loan and Security Agreement entered into on January 23, 2002, as amended, and Company, pursuant to the Agreement, have agreed to assign, transfer, convey and set over to Purchaser all of Company's and/or ORIX's right, title or interest in and to the Trademarks, in accordance with and subject to the terms and conditions of the Agreement.

Now, therefore, effective August 22, 2003, in consideration of the sum of money paid or to be paid by wire transfer, and the shares of common stock of Parent to be issued (or money to be paid by wire transfer in lieu thereof), to ORIX by Purchaser, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ORIX, in accordance with and subject to the terms and conditions of the Agreement, by these presents has assigned, transferred, conveyed and set over, and does hereby assign, transfer, convey and set over to Purchaser, all ORIX's and/or Company's right, title and interest in and to the Trademarks in the United States, its territorial possessions and all foreign countries throughout the world together with the goodwill symbolized by said Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, ORIX has caused these presents to be signed by its duly authorized representative, this 21 day of August, 2003.

ORIX VENTURE FINANCE LLC,
a Delaware Limited Liability Company

By: Charles D. Hooker
Name: Charles D. Hooker
Title: President & CEO

State of New York

County of New York

On August 21, 2003, before me, Annabell Gonzalez, Notary Public,

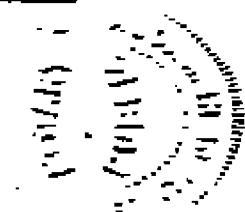
personally appeared Charles D. Hooker
Name of Signatory

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Annabell Gonzalez
Signature of Notary Public

ANNABELL GONZALEZ
Notary Public, State of New York
No. 01006085757
Qualified in Essex County
Commission Expires Dec. 23, 2006



[Signature Page to Assignment of NightFire Software, Inc. Marks]

11. 2003 4:59PM GIBSON DUNN AND CRUTCHER

NO. 7932 P. 4

Acknowledged and Agreed, as of the date first above written:

COMPANY:

NIGHTFIRE SOFTWARE, INC.,
a California corporation

By: Gerard J Rudisin
Name: GERARD RUBISIN
Title: CEO

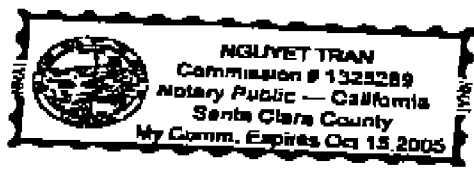
State of California

County of Santa Clara

On August 21, 2003, before me, Nguyet Tran, Notary Public,
personally appeared Gerard John Rudisin,
Name of Signatory

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Nguyet Tran
Signature of Notary Public

[Signature Page to Assignment of NightFire Software, Inc. Marks]

Schedule I
Listing of Trademarks

1. Design Mark:



Jurisdiction: United States
 Registration No: 2,440,763
 Registration Date: 4/3/01

2. Design Mark:



Jurisdiction: United States
 Registration No.: 2,592,431
 Registration Date: 7/9/02

3. Word Mark: IGNITING THE BANDWIDTH EXPLOSION

Jurisdiction: United States
 Registration No.: 2,400,324
 Registration Date: 10/31/00

4. Word Mark: NIGHTFIRE

Jurisdiction: United States
 Registration No.: 2,337,555
 Registration Date: 4/4/00

5. Word Mark: NIGHTFIRE

Jurisdiction: United States
 Registration No.: 2,552,217
 Registration Date: 3/26/02

6. **Word Mark:** NIGHTFIRE
Jurisdiction: Australia
Registration No.: 848668
Registration Date: 9/1/00
7. **Word Mark:** NIGHTFIRE
Jurisdiction: Canada
Application No.: 1063851
Application Date: 6/19/00
8. **Word Mark:** NIGHTFIRE
Jurisdiction: China
Registration No.: 1658417
Registration Date: 10/27/01
9. **Word Mark:** NIGHTFIRE
Jurisdiction: China
Registration No.: 2015984
Registration Date: 8/21/02
10. **Word Mark:** NIGHTFIRE
Jurisdiction: European Community
Registration No.: 1739416
Registration Date: 8/31/01
11. **Word Mark:** NIGHTFIRE
Jurisdiction: Hong Kong
Registration No.: 5935/2001
Registration Date: 9/8/00
12. **Word Mark:** NIGHTFIRE
Jurisdiction: Hong Kong
Registration No.: 8412/2002
Registration Date: 9/8/00
13. **Word Mark:** NIGHTFIRE
Jurisdiction: Hong Kong
Registration No.: 917/2002
Registration Date: 9/8/00
14. **Word Mark:** NIGHTFIRE
Jurisdiction: Japan
Registration No.: 4627138
Registration Date: Registered: 12/6/02

15. Word Mark: NIGHTFIRE
Jurisdiction: Korea
Registration No.: 6041
Registration Date: 8/8/02
16. Word Mark: NIGHTFIRE
Jurisdiction: Mexico
Registration No.: 785851
Registration Date: 9/8/00
17. Word Mark: NIGHTFIRE
Jurisdiction: Mexico
Registration No.: 785852
Registration Date: 9/8/00
18. Word Mark: NIGHTFIRE
Jurisdiction: Norway
Registration No.: 208238
Registration Date: 4/26/01
19. Word Mark: NIGHTFIRE
Jurisdiction: New Zealand
Registration No.: 622436
Registration Date: 3/8/01
Class: 009
20. Word Mark: NIGHTFIRE
Jurisdiction: New Zealand
Registration No.: 622437
Registration Date: 4/5/01
Class: 035
21. Word Mark: NIGHTFIRE
Jurisdiction: New Zealand
Registration No.: 622438
Registration Date: 4/5/01
Class: 042
22. Word Mark: NIGHTFIRE
Jurisdiction: Singapore
Registration No.: T00/15786I
Registration Date: 9/6/00

23. Word Mark: NIGHTFIRE
Jurisdiction: Singapore
Registration No.: T00/15785J
Registration Date: 9/6/00
24. Word Mark: NIGHTFIRE
Jurisdiction: Taiwan
Registration No.: 970173
Registration Date: 11/16/01
25. Word Mark: NIGHTFIRE
Jurisdiction: Taiwan
Registration No.: 151000
Registration Date: 10/16/01
26. Word Mark: NIGHTFIRE
Jurisdiction: Taiwan
Registration No.: 155621
Registration Date: 1/1/02
27. Word Mark: NIGHTFIRE
Jurisdiction: Thailand
Registration No.: Bor13719
Registration Date: 9/29/00
28. Word Mark: NIGHTFIRE
Jurisdiction: Thailand
Registration No.: Kor143200
Registration Date: 9/29/00
29. Word Mark: SUPPLIEREXPRESS
Jurisdiction: United States
Registration No.: 2,373,877
Registration Date: 8/1/00