

EXECUTION COPY

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT is executed and delivered as of August 31, 2003 by ATLANTIC ASSURANCE, LLC, a North Carolina limited liability company ("Assignor").

RECITALS:

WHEREAS, Assignor wishes to sell, assign, transfer, convey and deliver all right and title to substantially all of its assets and properties to TRANS UNION SETTLEMENT SOLUTIONS, INC., a Delaware corporation ("Assignee"), subject to Assignee's assumption of substantially all the liabilities and obligations of Assignor pursuant to an Assumption Agreement as of even date herewith;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Assignor, intending legally to be bound, hereby covenants and agrees as follows:

1. **Sale and Assignment of Assets.**

(a) Subject to Section 1(b) hereof, Assignor does hereby give, grant, bargain, sell, convey, assign, transfer, release, confirm, deliver, and set over to Assignee, all of its legal right, title and interest in and to all of Assignor's assets and properties including, without limitation, the following (collectively, the "Purchased Assets"):

- (i) all cash and cash equivalents of Assignor;
- (ii) all accounts, notes, royalties and other amounts receivable of Assignor;
- (iii) all prepaid expenses of Assignor;
- (iv) all furniture and equipment of Assignor, including machinery, fixtures and other tangible personal property, and all leasehold improvements;
- (v) all security and other deposits of Assignor;
- (vi) all fee, leasehold and other interests in real property of Assignor;
- (vii) all intellectual property of Assignor, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;
- (viii) all agreements, contracts, purchase orders and other similar arrangements of Assignor, excluding any and all agreements, contracts and similar arrangements related to any benefit plans;

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(ix) all claims, refunds, rights of recovery, rights of set off and rights of recoupment of any kind of Assignor;

(x) all rights to receive mail and other communications addressed to Assignor with respect to Assignor (including, without limitation, mail and communications from customers, suppliers, distributors, agents and others and payments with respect to the Purchased Assets);

(xi) all books, records (including maintenance records, product tracing records, quality assurance records and quality control records), general ledgers, files, documents, correspondence, lists, drawings, specifications, advertising and promotional materials, studies, reports and other printed or written materials of Assignor;

(xii) all rights with respect to the bank accounts of Assignor;

(xiii) all the membership interests held by Assignor in Atlantic Assurance of Alabama, LLC; and

(xiv) all other property owned by Assignor and used exclusively in connection with Assignor.

(b) Notwithstanding anything to the contrary in Section 1(a), the following assets shall be retained by Assignor and, as a result, are not included in the Purchased Assets:

(i) the organizational documents and other entity documents and records of Assignor, including, but not limited to, its minute book; and

(ii) all franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights of Assignor obtained from governments and governmental agencies.

2. Representations and Warranties of Assignor. Assignor represents, warrants, and covenants that Assignor has, and does hereby convey to Assignee, good and, with respect to any real property, marketable, title to the Purchased Assets, free and clear of all liens.

3. Nonassignable Assets. Anything herein contained to the contrary notwithstanding, no properties, assets, or rights, including, without limitation, any claim, contract, lease, license, commitment or purchase order, shall be transferred or assigned hereby if an attempted transfer or assignment of the same without the consent of another party would be ineffective or would affect Assignor's rights thereunder so that Assignee would not in fact receive the same, and such consent is not obtained. Assignor covenants and agrees that in any such case the beneficial interest in and to any such properties, assets or rights shall in any event pass hereby to Assignee; and Assignor covenants and agrees to (i) hold and hereby declares that it holds any and all such properties, assets and rights for the benefit of Assignee and its legal representatives, successors and assigns, (ii) obtain and secure any and all consents that may be necessary to effect a valid transfer or transfers of the same, (iii) make or complete such transfer or transfers of the same, reasonably possible and (iv) cooperate with Assignee and its legal representatives, successors,

and assigns in any reasonable arrangement designed to effectively provide for Assignee the benefits of and under any such properties, assets and rights.

4. Further Assurances.

(a) Assignor hereby further covenants that it will at any time and from time to time execute and deliver to Assignee and its legal representatives, successors, and assigns any new or confirmatory instruments and do and perform any other acts which Assignee and its legal representatives, successors and assigns may reasonably request fully to assign and transfer to and vest in Assignee and its legal representatives, successors and assigns, and to protect its or their right, title and interest in and enjoyment of, all of the properties, assets and rights of Assignor intended to be assigned, transferred and conveyed hereby, or to enable Assignee and its legal representatives, successors and assigns, to realize upon or otherwise to enjoy any such properties, assets or rights.

(b) Assignor hereby constitutes and appoints Assignee and its legal representatives, successors and assigns the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, in the name of Assignor or otherwise, but on behalf of and for the benefit of Assignee and its legal representatives, successors and assigns, to (i) demand, enforce, sue for, collect and receive from time to time any and all properties, assets and rights, tangible or intangible, hereby assigned, transferred and conveyed, or intended to so be; (ii) give receipts, releases and acquittances for or in respect of the same or any part thereof, and from time to time to institute and prosecute in the name of Assignor or otherwise any or all proceedings at law, in equity or otherwise, which Assignee and its legal representatives, successors and assigns may deem advisable; (iii) collect, assert, or enforce any claim, right, title, interest, debt or account hereby assigned, transferred or conveyed or intended so to be; (iv) defend and compromise any and all actions, suits or proceedings in respect of any of the assets, properties and rights hereby assigned, transferred and conveyed or intended so to be; and (v) do any and all acts and things in relation thereto that Assignee and its legal representatives, successors and assigns shall deem advisable.

The foregoing powers are coupled with an interest and shall be irrevocable.

5. Miscellaneous.

(a) This Bill of Sale and General Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

(b) THIS BILL OF SALE AND GENERAL ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

(c) No amendment of any provision of this Bill of Sale and General Assignment shall be valid unless the same shall be in writing and signed by Assignee.

(d) This instrument shall be delivered on the date hereof and title to the properties, assets and rights hereby transferred shall pass to Assignee as of 12:01 a.m. on September 1, 2003.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

ATLANTIC ASSURANCE, LLC, a North Carolina limited liability company

By: Michael F. Dealy
Name: Michael F. Dealy
Title: Vice President

**WRITTEN CONSENT
OF THE SOLE MEMBER OF
ATLANTIC ASSURANCE, LLC**

The undersigned, being the sole member of Atlantic Assurance, LLC, a North Carolina limited liability company (the "Company"), in accordance with Section 57C-9A-21 of the North Carolina Limited Liability Company Act, as amended, hereby consents to, authorizes and adopts the following resolutions:

WHEREAS, the sole member of the Company deems it to be in the best interests of the Company for the Company to enter into that certain Bill of Sale and General Assignment, in substantially the form submitted to the sole member herewith (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED, that the Agreement and the consummation of the transactions contemplated thereby, be, and they hereby are, authorized and approved.

Dated: August 31, 2003

TRANS UNION SETTLEMENT SOLUTIONS,
INC., a Delaware corporation

By: Michael F. Dealy
Name: Michael F. Dealy
Title: Vice President and Chief
Financial Officer

BEING THE SOLE MEMBER OF THE
COMPANY