

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
AccuPost Corporation		08/23/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Trans Union Settlement Solutions, Inc.		
Street Address:	5300 Brandywine Parkway, Suite 100		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76544624	ACCUPOST	
CORRESPONDENCE DATA			
Fax Number:	(303)893-1379		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-892-7353		
Email:	pantea.garroussi@dgsllaw.com		
Correspondent Name:	Pantea Garroussi		
Address Line 1:	1550 17th St. Suite 500		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Pantea Garroussi		
Signature:	/Pantea Garroussi/		
Date:	01/25/2005		

Total Attachments: 10
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ASSET PURCHASE AGREEMENT

BY AND AMONG

**ACCUPOST CORPORATION,
ACCUPOST MORTGAGE SERVICES, LLC,
ACCUPOST TECHNICAL SOLUTIONS, LLC,
ACCUPOST EMPLOYEE SERVICES, LLC,**

**THE PRINCIPAL SHAREHOLDERS OF ACCUPOST CORPORATION
LISTED ON SCHEDULE 1 HERETO,**

AND

TRANS UNION SETTLEMENT SOLUTIONS, INC.

DATED AS OF

AUGUST 23, 2004

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since the date of the most recent Financial Statements, Accupost has not incurred any liability for Taxes other than in the ordinary course of business.

Section 3.18 Intellectual Property.

(a) Accupost owns, or is licensed or otherwise possesses legally enforceable rights to use in the Business, all patents, Trademarks, Copyrights, processes, systems, and any applications for such patents, Trademarks, Copyrights, processes and systems, and all patent rights, trade secrets, schematics, technology, know-how, inventions, works of authorship, processes, systems, Computer Software and tangible or intangible intellectual property material to the conduct of the Business as presently conducted (collectively, "Intellectual Property"), including without limitation all Copyrights, Trademarks, or patents registered in the name of any of the Accupost entities ("Accupost Intellectual Property"). Accupost has taken commercially reasonable measures to protect the proprietary nature of each item of Intellectual Property that it owns or possesses the exclusive rights to license or transfer, including such commercially reasonable measures to maintain in confidence all trade secrets and confidential information that it presently owns or uses, except where the failure to own, license or possess legally enforceable rights to own or use such Intellectual Property, trade secrets and confidential information would not, individually or in the aggregate, result in a material loss of benefits or a material loss to the Business. Schedule 3.18(a) of the Accupost Disclosure Schedule contains a complete and accurate list (by name and version number) of all service offerings, including the Accupost Outsource Services, Computer Software, including the Accupost Post-Closing System and Accupost Custodian System, and other products or services of Accupost currently manufactured, marketed, sold, licensed, distributed or otherwise provided by Accupost to other Persons (all of the foregoing, collectively, "Accupost Products").

(i) Schedule 3.18(a)(i) of the Accupost Disclosure Schedule lists, as of the date hereof, all Intellectual Property, including patents and patent applications and all Trademarks, and Copyrights owned by, or licensed exclusively to, Accupost and which are currently used in connection with the Business, including the jurisdictions in which each item of such Intellectual Property may be used by Accupost as well as the jurisdictions in which each item of Accupost Intellectual Property has been issued or registered or in which any such application for such issuance or registration has been filed.

(ii) Schedule 3.18(a)(ii) of the Accupost Disclosure Schedule lists, as of the date hereof, all Licenses to which Accupost is a party and pursuant to which any Person has been granted any right to use any Intellectual Property by Accupost, excluding (A) source or object code end-user licenses granted to end-users in the ordinary course of business that permit use of software products without a right to modify, distribute or sublicense the same ("End-User Licenses") and (B) Licenses with resellers, distributors, original equipment manufacturers and other third party intermediaries that grant non-exclusive rights to use or modify (for purposes of establishing program interfaces) and resell or sublicense source or object code ("Reseller Agreements"). To the Knowledge of Accupost, no event has occurred which with notice or lapse of time would constitute a breach or default by Accupost or any other party to such Licenses, including the End-User Licenses and the Reseller Agreements, or permit the termination, modification or acceleration of any rights thereunder by any party thereto. To the Knowledge of Accupost, no License, including the End-User Licenses and the Reseller Agreements, is subject to any outstanding judgment, order, decree, stipulation or injunction to which Accupost is a party or has been specifically named.

(iii) Schedule 3.18(a)(iii)(1) of the Accupost Disclosure Schedule lists, as of the date hereof, all Licenses to which Accupost is a party and pursuant to which Accupost is authorized to use any Computer Software, processes, systems, Trademarks, patents or Copyrights owned by or licensed to another Person other than (x) third party software applications that are generally available and have a per-license acquisition cost of \$5,000 or less, or (y) software applications that are used in general infrastructure and administrative functions that are generally available and have a per-license acquisition cost of \$5,000 or less ("Third Party Intellectual Property") in connection with the Business. Except as disclosed in Schedule 3.18(a)(iii)(2) of the Accupost Disclosure Schedule, there are no Embedded Products used, incorporated, integrated or bundled with any Accupost Product.

(iv) Schedule 3.18(a)(iv) of the Accupost Disclosure Schedule lists, as of the date hereof, all agreements or other arrangements under which Accupost has provided or agreed to provide source code of any Accupost Product to any third party.

(b) With respect to each item of Intellectual Property that Accupost owns: (i) other than common law trademarks, and subject to such rights as have been granted by Accupost under non-exclusive license agreements and joint development agreements entered into by Accupost (copies of which have previously been made available or disclosed in writing to TUSSI), Accupost possess all right, title and interest in and to such item; and (ii) such item is not subject to any claim, pending or, to Accupost's Knowledge, threatened, or any outstanding judgment, order, decree, stipulation or injunction that interferes or may interfere with the conduct of the Business as presently conducted.

(c) Except as set forth in Schedule 3.18(c) of the Accupost Disclosure Schedule, with respect to each item of Third Party Intellectual Property listed in Schedule 3.18(a)(iii)(1): (i) the License covering such item is legal, valid, binding, enforceable and in full force and effect with respect to Accupost, and, to the Knowledge of Accupost, is legal, valid, binding, enforceable and in full force and effect with respect to each other party thereto; (ii) Accupost is not in breach or default thereunder, and, to the Knowledge of Accupost, no other party to such License is in breach or default thereunder, and to the Knowledge of Accupost, no event has occurred which with notice or lapse of time would constitute a material breach or default by Accupost or such other party or permit termination, modification or acceleration thereunder by Accupost or the other party thereto; (iii) the underlying item of Third Party Intellectual Property is not subject to any outstanding judgment, order, decree, stipulation or injunction to which Accupost is a party or has been specifically named, nor, to the Knowledge of Accupost, subject to any claim, pending or threatened, or any other outstanding judgment, order, decree, stipulation, or injunction, that would affect Accupost's right to use such Third Party Intellectual Property or materially interferes with the conduct of the Business.

(d) Except as set forth in Schedule 3.18(d) of the Accupost Disclosure Schedule, as of the date hereof, neither Accupost nor any director, officer or employee of Accupost has (i) been named in any suit, action or proceeding as to which it has been served with process which involves a claim of infringement or misappropriation of any right related to the Intellectual Property, including any Third Party Intellectual Property or (ii) received any written notice alleging any such claim of infringement or misappropriation. To the Knowledge of Accupost, except as set forth in Schedule 3.18(d) of the Accupost Disclosure Schedule, the manufacturing, marketing, licensing or sale of the products or the performance of the services offered by Accupost do not currently infringe, and have not infringed, any intellectual property rights of any third party; and, to the Knowledge of Accupost, none of the intellectual property

rights of Accupost related to Intellectual Property owned by, or exclusively licensed to, Accupost are being infringed by activities, products or services of any third party.

(e) Except as set forth in Schedule 3.18(e) of the Accupost Disclosure Schedule, the execution and delivery of this Agreement by Accupost, and the consummation of the Transactions, will not cause Accupost to be in violation or default under any License relating to the Intellectual Property, including any Third Party Intellectual Property, nor terminate nor modify nor entitle any other party to any such License to terminate or modify such License, nor limit in any way, after the consummation of the Transactions, TUSI's ability to conduct the Business or use or provide the use of any such Intellectual Property or any Third Party Intellectual Property, which violation, default, termination, modification or limitation would reasonably be expected, individually or in the aggregate, to result in a material loss of benefits or material loss to Accupost.

(f) Accupost has made available to TUSI copies of Accupost's standard forms of End-User Licenses and Reseller Agreements. Each End-User License and Reseller Agreement currently in effect is noted in Schedule 3.18(f) of the Accupost Disclosure Schedules. Except as disclosed in Schedule 3.18(f) of the Accupost Disclosure Schedule (which specifically describes the material variations from the standard form of End-User License or Reseller Agreement), as of the date hereof, Accupost has not entered into any End-User Licenses or Reseller Agreements which contain terms materially different than as set forth in the standard forms of such documents and agreements made available to TUSI.

(g) To the Knowledge of Accupost, there are no material defects in any Accupost Product, and there are no errors in any documentation, specifications, manuals, user guides, promotional material, internal notes and memos, technical documentation, drawings, flow charts, diagrams, source language statements, demo disks, benchmark test results, and other written materials related to, associated with or used or produced in the development of any Accupost Product (collectively, the "Design Documentation"), which defects or errors would have, individually or in the aggregate, a Material Adverse Effect on Accupost or materially impact the operation or use of any Accupost Product.

(h) No government funding or university or college facilities were used in the development of any Accupost Product and no Accupost Product was developed pursuant to any contract or other agreement with any Person except pursuant to contracts or agreements listed in Schedule 3.18(h) of the Accupost Disclosure Schedule.

(i) Schedule 3.18(i) of the Accupost Disclosure Schedule lists all warranty claims (including any pending or, to Accupost's Knowledge, threatened claims) related to any Accupost Product and the nature of such claims, except for customary product support and maintenance.

(j) All of Accupost's employees and contractors have executed an assignment of rights relating to the creation, development or modification of any Accupost Product and nondisclosure and confidentiality agreements as set forth on Schedule 3.18(j)(1) of the Accupost Disclosure Schedule. All Persons involved in the creation, development or modification of any Accupost Product are specifically identified on Schedule 3.18(j)(2) of the Accupost Disclosure Schedule. All such agreements and assignments are in full force and effect and, to the Knowledge of Accupost, there is no pending or threatened breach of any such agreement or assignment.

(k) Accupost regularly and consistently employs commercially-available virus protection software and updates to protect its computer software and equipment. To Accupost's Knowledge, no employee of, or independent contractor retained by, Accupost has inserted any code that would have, if used, the effect of disabling or otherwise shutting down any software, equipment or services used or provided by Accupost.

Section 3.19 Labor Matters.

(a) No work stoppage or labor strike against Accupost is pending, or to the knowledge of Accupost, threatened. There are no activities or proceedings of any labor union, works council or other employee collective bargaining group or association to organize any employees and no union or works council claims to represent any employees. There are no actions, suits, claims, labor disputes or grievances pending, or to the knowledge of Accupost, threatened, relating to any labor, safety or discrimination matters involving any employee, including without limitation, charges of unfair labor practices or discrimination complaints. Accupost has not engaged in any unfair labor practices within the meaning of the National Labor Relations Act. Accupost is not, nor has it been, a party to, or bound by, any collective bargaining agreement or union contract with respect to employees and no collective bargaining agreement is being negotiated on behalf of the employees.

(b) Accupost: (i) is in material compliance with all applicable federal, state and local laws, rules and regulations respecting employment, employment practices, terms and conditions of employment, health and safety and wages and hours (including but not limited to the classification and/or treatment of employees as exempt or non-exempt), in each case, with respect to employees and with the terms of all employment agreements; (ii) has withheld all amounts required by law or by agreement to be withheld from the wages, salaries and other payments to employees; and (iii) is not liable in any respect for any arrears of wages or any Taxes or any penalty for failure to comply with any of the foregoing. There are no pending, or, to the knowledge of Accupost, threatened claims, charges or actions pending against Accupost before the Equal Employment Opportunity Commission or similar state, federal or local agency or under any worker's compensation policy or long-term disability policy nor are any claims, controversies, investigations or suits pending or, to the knowledge of Accupost, threatened with respect to such laws or agreements, either by private individuals or by governmental agencies; and all employees are at-will. All persons who have performed services for Accupost and have been classified as independent contractors have satisfied the requirements of law to be so classified, and Accupost has fully and accurately reported their compensation on IRS Forms 1099 or other applicable tax forms for independent contractors when required to do so.

(c) Since December 31, 2003, except for the Transactions, (i) Accupost has not effected a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act) (the "WARN Act") affecting any site of employment or one or more facilities or operating units within any site of employment or facility; (ii) there has not occurred a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of Accupost; (iii) Accupost has not engaged in layoffs or employment terminations sufficient in number to trigger application of any state, local or foreign law or regulation similar to the WARN Act; and (iv) none of Accupost's employees has suffered an "employment loss" (as defined in the WARN Act) during the ninety (90) day period prior to the date of this Agreement.

Section 3.20 Affiliate and Principal Shareholder Transactions. Except as disclosed on Schedule 3.20 of the Accupost Disclosure Schedule, no Contracts are in effect as of the date

IN WITNESS WHEREOF, Accupost, each Principal Shareholder and TUSSI have each executed this Agreement as of the date first written above.

Accupost Corporation

By: Richard L. Solheim
Richard L. Solheim
Title: *CHIEF EXECUTIVE OFFICER*

Trans Union Settlement Solutions, Inc.

By: [Signature]
Name: *RICHARD F LYNETT*
Title: *PRESIDENT*

Accupost Employee Services, LLC

By: Richard L. Solheim
Richard L. Solheim
Title: *CHIEF EXECUTIVE OFFICER*

Inter-Atlantic Fund, L.P.

By: Inter-Atlantic Advisors, Ltd., its General Partner

By: _____
Thomas Donahue
Managing Director

Accupost Mortgage Services, LLC

By: Richard L. Solheim
Richard L. Solheim
Title: *Chief Executive Officer*

HCF Partners, L.P.

By: HCF Enterprises, Inc., its general partner

By: _____
Name:
Title:

Accupost Technical Solutions, LLC

By: Richard L. Solheim
Richard L. Solheim
Title: *CHIEF EXECUTIVE OFFICER*

Todd C.T. Tzeng

Richard Solheim
Richard Solheim

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IN WITNESS WHEREOF, Accupost, each Principal Shareholder and TUSSI have each executed this Agreement as of the date first written above.

Accupost Corporation

Trans Union Settlement Solutions, Inc.

By: _____
Richard L. Solheim
Title:

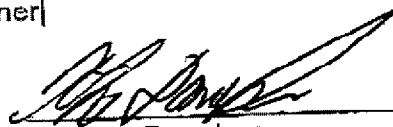
By: _____
Name:
Title:

Accupost Employee Services, LLC

Inter-Atlantic Fund, L.P.

By: _____
Richard L. Solheim
Title:

By: Inter-Atlantic Advisors, Ltd., its General Partner]

By: 
Thomas Donahue
Managing Director

Accupost Mortgage Services, LLC

HCF Partners, L.P.

By: _____
Richard L. Solheim
President

By: HCF Enterprises, Inc., its general partner

By: _____
Name:
Title:

Accupost Technical Solutions, LLC

Todd C.T. Tzeng

By: _____
Richard L. Solheim
Title:

Richard Solheim

IN WITNESS WHEREOF, Accupost, each Principal Shareholder and TUSSI have each executed this Agreement as of the date first written above.

Accupost Corporation

By: _____
Richard L. Solheim
Title:

Accupost Employee Services, LLC

By: _____
Richard L. Solheim
Title:

Accupost Mortgage Services, LLC

By: _____
Richard L. Solheim
President

Accupost Technical Solutions, LLC

By: _____
Richard L. Solheim
Title:

Trans Union Settlement Solutions, Inc.

By: _____
Name:
Title:

Inter-Atlantic Fund, L.P.

By: Inter-Atlantic Advisors, Ltd., its General Partner]

By: _____
Thomas Donahue
Managing Director

HCF Partners, L.P.

By: HCF Enterprises, Inc., its general partner

By: David A. Bristol, Jr.
Name: David A. Bristol, Jr.
Title: Vice President

Todd C.T. Tzeng

Richard Solheim

IN WITNESS WHEREOF, Accupost, each Principal Shareholder and TUSSI have each executed this Agreement as of the date first written above.

Accupost Corporation

Trans Union Settlement Solutions, Inc.

By: Richard L. Solheim
Title:

By: Name:
Title:

Accupost Employee Services, LLC

Inter-Atlantic Fund, L.P.

By: Richard L. Solheim
Title:

By: Inter-Atlantic Advisors, Ltd., its General Partner

By: Thomas Donahue
Managing Director

Accupost Mortgage Services, LLC

HCF Partners, L.P.

By: Richard L. Solheim
President

By: HCF Enterprises, Inc., its general partner

By: Name:
Title:

Accupost Technical Solutions, LLC

By: Richard L. Solheim
Title:

Todd C.T. Tzeng

Richard Solheim

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Schedule 3.18(a)(i)
Intellectual Property, Patents and Trademarks

Intellectual Property: Accupost PCS and Accupost Custodian

Trademark: ACCUPOST; Filing date: 8/29/2003; Registration is still pending

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