

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement to the Credit Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL WORLD-CHECK		03/15/2007	COMPANY:
GLOBAL WORLD-CHECK HOLDINGS LIMITED		03/15/2007	COMPANY:
RECEIVING PARTY DATA			
Name:	SPECIAL SITUATIONS INVESTING GROUP, INC.		
Composed Of:	COMPOSED OF Goldman Sachs Specialty Lending Group L.P.		
Street Address:	6011 Connection Drive		
Internal Address:	Attn: World-Check, Account Manager		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	as Administrative Agent, Collateral Agent and Lead Arranger and a Lender:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3143884	WORLD-CHECK	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023714.0120		

OP \$40.00 3143884

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	04/03/2007
Total Attachments: 6 source=SSIG IP Security Agmt#page1.tif source=SSIG IP Security Agmt#page2.tif source=SSIG IP Security Agmt#page3.tif source=SSIG IP Security Agmt#page4.tif source=SSIG IP Security Agmt#page5.tif source=SSIG IP Security Agmt#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 15, 2007 (this "**Agreement**"), made by **EACH OF THE UNDERSIGNED** (each a "**Credit Party**"), in favor of **SPECIAL SITUATIONS INVESTING GROUP, INC.**, as collateral agent (in such capacity as collateral agent herein, "**Collateral Agent**") for itself and certain other Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, by and among **GLOBAL WORLD-CHECK** (the "**Company**"), **GLOBAL WORLD-CHECK HOLDINGS LIMITED**, certain Affiliates of the Company, Collateral Agent, in its capacity as collateral agent, administrative agent, lead arranger and a lender, and the other lenders party thereto (collectively, the "**Lenders**") (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), (i) the Lenders have agreed to make certain loans to the Company named therein and (ii) each Credit Party has granted a security interest to Collateral Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of each Credit Party in, to and under all of such Credit Party's IP Collateral (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Party under the Credit Agreement; and

WHEREAS, each Credit Party is the owner of the entire right, title and interest in, to and under such Credit Party's respective IP Collateral listed on Schedule I hereto; and

NOW, THEREFORE, in consideration of the premises and to induce Collateral Agent and the Lenders to enter into the Credit Agreement, each Credit Party hereby agrees with Collateral Agent as follows:

1. **Defined Terms.**

- (a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.
- (b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Credit Agreement**" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"**IP Collateral**" shall have the meaning assigned to such term in Section 2 hereof.

"**Trademarks**" shall mean, with respect to any Credit Party, all of such Credit Party's now existing or hereafter acquired right, title, and interest in and to:

(i) all of such Credit Party's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other business identifiers, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided, that*, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations, and recordals relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country; and (ii) all renewals thereof; and (iii) the goodwill of such Credit Party's business connected with and symbolized by the foregoing or the use thereof.

(c) **Other Definitional Provisions.**

- (i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- (ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Credit Party hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Credit Agreement, does hereby grant) to Collateral Agent, for the benefit of itself and the Lenders, a lien and security interest in such Credit Party's entire right, title and interest in its Trademarks and all proprietary rights relating to or arising from such Trademarks whether now owned or hereafter acquired by such Credit Party, and including, without limitation, each Credit Party's right, title and interest in and to each Trademark and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements, dilutions, and other violations, and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Representations and Warranties.** Each Credit Party represents and warrants that each Credit Party has the legal right and authority to enter into this Agreement and perform its terms. If any Credit Party amends its name, such Credit Party shall provide copies of such amendment documentation to Collateral Agent and shall file such amendment documentation with the United States Patent & Trademark Office, and, at Collateral Agent's option and request, shall reexecute this Agreement under such

amended name and file the same with the United States Patent & Trademark Office at such Credit Party's expense.

4. **No Violation of Credit Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Credit Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Credit Agreement.

5. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any future intellectual property or rights of each Credit Party, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement.

(b) Upon the reasonable request of Collateral Agent, each Credit Party shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Collateral Agent may request to evidence Collateral Agent's security interest in any IP Collateral and the goodwill of each Credit Party relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office).

6. **Rights Upon Default.** Upon the occurrence of any Event of Default, Collateral Agent may exercise all rights and remedies as provided for in the Credit Agreement.

7. **No Limitation; Credit Agreement.** This Agreement has been executed and delivered by each Credit Party for the purpose of recording the security interest granted to Collateral Agent with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Collateral Agent, for the benefit of itself and the Lenders, under the Credit Agreement and the other Credit Documents. The Credit Agreement (and all rights and remedies of the Credit Party, Collateral Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Credit Agreement with respect to all other Collateral.

8. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of each Credit Party and Collateral Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Credit Agreement and other Credit Documents are terminated in accordance with the terms of the Credit Agreement or upon release by Agent. Upon termination of this Agreement, Collateral Agent shall, at the expense of each Credit Party, take such actions required by the Credit Agreement to release its security interest in the IP Collateral.

9. **Binding Effect; Benefits.** This Agreement shall be binding upon each Credit Party and its respective successors and assigns, and shall inure to the benefit of Collateral Agent, the Lenders and their respective successors and assigns.


10. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Credit Parties have caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

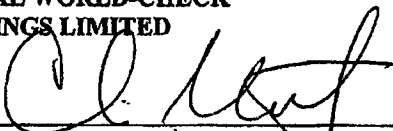
GLOBAL WORLD-CHECK

By:


Name: Christopher Mitchell
Title: Director

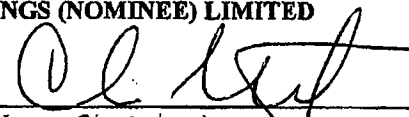
**GLOBAL WORLD-CHECK
HOLDINGS LIMITED**

By:


Name: Christopher Mitchell
Title: Director

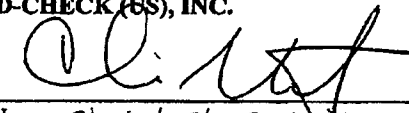
**GLOBAL WORLD-CHECK
HOLDINGS (NOMINEE) LIMITED**

By:


Name: Christopher Mitchell
Title: Director

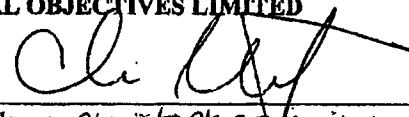
WORLD-CHECK (SS), INC.

By:


Name: Christopher Mitchell
Title: Director

GLOBAL OBJECTIVES LIMITED

By:


Name: Christopher Mitchell
Title: Director

SCHEDULE I

U.S. Trademark Registrations

<i>Mark</i>	<i>Type</i>	<i>Owner</i>	<i>No</i>	<i>Status</i>
Word Mark: 'World-Check'	Word/Service Mark (Mark Drawing Code (3) Design Plus words, letters, and/or numbers)	Global World-Check	3143884	Registered [19.09.06]