

10-04-2007

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 9-12-07



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

Tab settings

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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):
 US Investigations Services, LLC;
 Explore Information Services, LLC

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

Other Limited Liability Company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution date: August 21, 2007

2. Name and address of receiving party(ies):
 Name: Lehman Commercial Paper, Inc
 Internal Address: _____
 Address: _____
 Street Address: 745 Seventh Avenue
 City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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

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

A. Trademark Application No.(s) 78/766217, 78438075, 78333679, 78724262, 78683835, 78556388, 78940805 and other listed on Schedule II
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2615628, 2678321, 2771912, 2881611, 2995982, 2889127, 2373641, 2186024, 2643150, 2538473 and other listed on Schedule I
 Additional number(s) attached Yes No

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

Name: Lina Tilman
 Internal Address: Weil, Gotshal & Manges, LLP
 Street Address: 767 5th Avenue
 City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 52

7. Total fee (37 CFR 3.41): \$ 1315.00
 Enclosed
 Authorized to be charged to deposit account
 Please charge any additional fees to this deposit account

8. Deposit account number: 23-0800
 (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.

Phyllis A. DePaola [Signature] October 4, 2007
 Name of Person Signing Signature Date

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

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

09/11/2007 00013248 4 8521 \$40.00 09/11/2007 DA 230800
 09/11/2007 00013249 4 8522 \$1,050.00 09/11/2007 DA 230800

Schedule I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>

Schedule II

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>

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*Schedule I**Trademarks Owned by US Investigations Services, LLC*

Mark	Reg. No.	Reg. Date
(N)QUIRY (stylized)	2,615,628	9/3/2002
BUILDING WORKPLACE INTEGRITY	2,678,321	1/21/2003
CYBEREAGLE	2,771,912	10/7/2003
EIG	2,881,611	9/7/2004
EMPLOYERS INFORMATION GROUP	2,995,982	5/24/2005
INFOMARE LABORAMUS	2,889,127	9/28/2004
INFORMATION THROUGH EMERGING TECHNOLOGIES!	2,373,641	8/1/2000
NATIONAL PRESENCE WITH LOCAL IMPACT	2,186,024	9/1/1998
S.STAR	2,643,150	10/29/2002
SWIFTRAK	2,538,473	2/12/2002
SWIFTRAKEXPRESS	2,741,916	7/29/2003
US INTEGRATION SERVICES, INC.	2,487,889	9/11/2001
USIS	2,108,939	10/28/1997
USIS (and Design)	2,177,426	7/28/1998
USIS (and Design)	2,678,059	1/21/2003
THE POWER TO SECURE YOUR FUTURE	3,171,142	11/14/2006
USIS US INVESTIGATIONS SERVICES INC (and Design)	2,173,733	7/14/1998
WE LABOR TO INFORM	2,889,128	9/28/2004
DAC	1,443,503	6/16/1987
D-A-C (and Design)	1,443,502	6/16/1987
DAC SERVICES A USIS COMPANY (stylized with Design)	2,908,473	12/7/2004
RSI	2,111,055	11/4/1997
R S I (and Design)	2,582,723	6/18/2002
TOTAL INFO SERVICES (and Design)	2,671,436	1/7/2003
USIS 20/20	2,982,109	8/2/2005
USIS ATLAS	3,165,082	10/31/2006
USIS WATCHDOG	2,993,326	9/6/2005
USIS WIDESCREEN	3,032,912	12/20/2005
USMA (and Design)	2,065,079	5/27/1997
WORLD GAMING NETWORK	2,434,338	3/6/2001
THE RIGHT INFORMATION FOR THE RIGHT DECISION	3,073,618	3/28/2006

Trademarks Owned by Explore Information Services, LLC

Mark	Reg. No.	Reg. Date
E.A.R.S.	1,832,401	4/19/1994
EXPLORE	1,832,397	4/19/1994
EXPLORE (and Design)	2,393,935	10/10/2000
EXPLORE (and Design)	2,406,734	11/21/2000
FIRESAFE	2,861,506	7/6/2004
NATIONAL INSURANCE DATABASE	2,863,863	7/13/2004
NIDB	2,865,693	7/20/2004
RISKALERT	2,449,532	5/8/2001

*Schedule II**Trademark Applications Owned by US Investigations Services, LLC*

Mark	Application No.	Filing Date
ENSURING A SAFER FUTURE TODAY	78-765,217	12/2/2005
OASIS	78-438,075	6/16/2004
USIS BRIEFCASE	78-333,679	11/26/2003
USIS ID VERIFY	78-724,262	9/30/2005
ADD2CRIM	78-683,835	8/2/2005
DIPSCAN	78-556,388	1/29/2005
DRIVER VIOLATION ALERT	78-940,805	7/31/2006
DAC THE DRIVING FORCE BEHIND USIS	77-014,922	10/5/2006
DVA	78-940-804	7/31/2006
NATIONAL THEFT DATABASE	78-577-977	3/2/2005
USIS EAPPLICATION	78-724,265	9/30/2005
USIS GUARDIAN	78-679,177	7/27/2005
USIS INSIGHT INTELLIGENCE INTEGRITY	78-960,246	8/25/2006

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2007 (this "Agreement"), among US INVESTIGATIONS SERVICES, LLC ("Grantor"), EXPLORE INFORMATION SERVICES, LLC ("Grantor," and, together with US Investigations Services, LLC, "Grantors") and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement, dated as of August 21, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among USIS Merger Corp., a Delaware corporation, to be merged with and into US Investigations Services Inc., a Delaware corporation ("the Company"), USIS Acquisition Corp., a Delaware corporation ("Holdings"), the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 21, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I and II (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

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SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Purpose.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement.

SECTION 5. *Counterpart.* This Agreement may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

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PAGE 5/10 * RCVD AT 10/3/2007 4:00:19 PM [Eastern Daylight Time] * SVR:USPTO-EFXXRF-6/7 * DNIS:2709907 * CSID:310 8132 * DURATION (mm-ss):02-54


TRADEMARK
REEL: 003635 FRAME: 0074

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

US INVESTIGATIONS SERVICES, LLC,
as Grantor

By: 
Name: David A. Kaminsky
Title: Senior Vice President and Chief Financial Officer

EXPLORE INFORMATION SERVICES, LLC,
as Grantor

By: 
Name: David A. Kaminsky
Title: Senior Vice President and Chief Financial Officer

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

(IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


US INVESTIGATIONS SERVICES, LLC,
as Grantor

By: _____
Name: _____
Title: _____

EXPLORE INFORMATION SERVICES, LLC,
as Grantor

By: _____
Name: _____
Title: _____

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By:  _____
Name: _____
Title: Laurie Perpe
Senior Vice President

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]