

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRICKET OPERATING COMPANY LLC		10/12/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2086122	1-800-U.S. SEARCH
Registration Number:	2191790	1-800-U.S. SEARCH
Registration Number:	2459036	1-800-U.S. SEARCH
Registration Number:	2191791	REUNITING AMERICA TWO PEOPLE AT A TIME
Registration Number:	2389419	
Registration Number:	2988429	US SEARCH.COM
Registration Number:	2697103	VEROTRUST
Registration Number:	2567048	TRUSTIDENTITY
Registration Number:	2567047	FRAUDIDENTITY

**CORRESPONDENCE DATA**

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$240.00 2086122**

Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley Godward Kronish LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 CRICKET
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	10/26/2007

**Total Attachments: 6**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
(Cricket Operating Company LLC)

This Intellectual Property Security Agreement is entered into as of October 12, 2007, by and between COMERICA BANK ("Bank") and CRICKET OPERATING COMPANY LLC, a Delaware limited liability company ("Grantor").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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**TRADEMARK**  
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Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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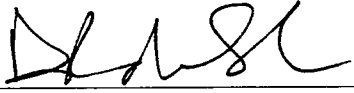
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

600 Corporate Pointe Parkway  
Culver City, CA 90230  
Attn: Richard de Silva  
Fax: (781) 861-5499

CRICKET OPERATING COMPANY LLC

By: \_\_\_\_\_

Title: President

Address of Bank:

Comerica Bank  
m/c 4770  
75 E. Trimble Road  
San Jose, CA 95131  
Attn: Manager  
Fax: (408) 556-5091

BANK:

COMERICA BANK

By: \_\_\_\_\_

Title: VICE PRESIDENT

with a copy to:

Comerica Bank  
1000 Winter Street  
Suite 3600  
Waltham, MA 02451  
Attn: James Demoy  
Fax: (781) 487-5177

**EXHIBIT A**

**Copyrights**

None.

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**TRADEMARK**  
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**EXHIBIT B**

**Patents**

<b>Name of Patent</b>	<b>Patent or Application Number</b>	<b>Date of Filing or Grant of Patent</b>	<b>Jurisdiction</b>
<b>Australian Patent for Method and Apparatus for Intelligent Data Assimilation</b>	2002258640	12/8/2006	Australian Patent Office
<b>European Application for Method and Apparatus for Intelligent Data Assimilation</b>	2728596.4	3/26/2002	European Patent Office
<b>China Patent - Method and Apparatus for Intelligent Data Assimilation</b>	2809113.2(Application Number)	3/26/02 (Date of Application) 4/13/2007 (Date of Patent Grant)	Chinese Patent Office
<b>United States Patent - Method and Apparatus for Intelligent Data Assimilation</b>	6,847,974 B2	7/25/2001 (Date of Application) 1/25/2005 (Date of Patent Grant)	U.S. Patent Office

**EXHIBIT C**

**Trademarks**

Name of Trademark	Registration Number	Registration Date	Jurisdiction
1-800-U.S. Search	2,086,122	8/5/97	USPTO
1-800-U.S. Search	2,191,790	9/29/98	USPTO
1-800-US Search (and Design)	2,459,036	6/12/01	USPTO
1-800-US Search (Class 25)	2,086,122	8/5/97	USPTO
1-800-US Search (Class 42)	2,191,790	9/29/98	USPTO
Reuniting America Two People At A Time	2,191,791	9/29/98	USPTO
Two Faces Design (Colors Blue and Green)	2459036	6/12/01	USPTO
Two Faces Design (Colors Blue and Green)	2,389,419	9/26/00	USPTO
US Search.com	2,988,429	8/30/05	USPTO
Verotrust	2,697,103	3/18/03	USPTO
Trustidentity	2,567,048	5/7/2002	USPTO
Fraudidentity	2,567,047	5/7/2002	USPTO

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