

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
Global World-Check		02/03/2009	Unlimited Liability Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Special Situations Investing Group, Inc.
Street Address:	c/o Goldman Sachs Specialty Lending Group LP
Internal Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3480737	INTEGRA SCREEN ENHANCED DUE DILIGENCE
Registration Number:	3423029	WHEN YOU NEED TO KNOW...
Registration Number:	3480738	GPASS GLOBAL PARTNER ASSURANCE SCREENING SYSTEM
Registration Number:	3268433	INTEGRASCREEN
Serial Number:	77266787	INTEGRA SCREEN
Serial Number:	77266790	INSIGHT WITH INTEGRITY
Registration Number:	3474507	GLOBAL ONECHECK
Registration Number:	3478634	CHINA ONECHECK
Registration Number:	3478635	INDIA ONECHECK

CORRESPONDENCE DATA

Fax Number: (303)894-9239

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 3480737

Phone: 214-758-1500
Email: tcope@pattonboggs.com
Correspondent Name: Eric Kimball
Address Line 1: Patton Boggs LLP
Address Line 2: 2001 Ross Avenue, Suite 3000
Address Line 4: Dallas, TEXAS 75021

ATTORNEY DOCKET NUMBER:	023714.0120
NAME OF SUBMITTER:	Theresa Cope
Signature:	/Theresa Cope/
Date:	02/06/2009

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd of February, 2009, between GLOBAL WORLD-CHECK, an unlimited liability company organized under the laws of England and Wales ("Grantor") and SPECIAL SITUATIONS INVESTING GROUP, INC., a Delaware corporation, as collateral agent for the Secured Parties (as defined herein) (in such capacity as collateral agent, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 15, 2007, (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, certain Affiliates of Grantor, the lenders party thereto as "Lenders" (the "Lenders") and the Collateral Agent, the Lenders are willing to continue to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to the Collateral Agent, for the benefit of itself and the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows.

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them as set forth below. All other capitalized terms used but not defined herein shall have the meaning given to them in the Credit Agreement.

(a) "Secured Parties" shall mean the Agents, Lenders and the Lender Counterparties and shall include, without limitation, all former Agents, Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Agents, Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

(b) "Trademark Licenses" shall mean any and all written agreements providing for the express grant of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder).

(c) "Trademarks" shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications, other than "intent to use" applications for which a statement of use has not been filed, for any of the foregoing including, but not limited to: (i) the registrations and applications, other than "intent to use" applications, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Collateral Agent, for the benefit of itself and the Secured Parties, a continuing first priority (subject to Permitted Liens) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

(c) all modifications, renewals, reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each of the Trademark Licenses; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any of the Trademark Licenses or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any of the Trademark Licenses.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. DEBENTURE. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of itself and the Secured Parties, pursuant to the Debenture. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Collateral Agent with respect to any

such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor, including "intent to use" applications as to which a statement of use has been filed. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Collateral Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Collateral Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Collateral Document refer to this Trademark Security Agreement or such other Collateral Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Collateral Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Collateral Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Collateral Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Collateral Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL WORLD-CHECK

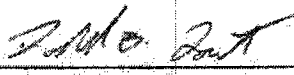
By: 
Name: MICHAEL AINSLIE
Title: DIRECTOR

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003931 FRAME: 0464

**ACCEPTED AND ACKNOWLEDGED
BY:**

**SPECIAL SITUATIONS INVESTING
GROUP, INC., as the Collateral Agent**

By: 

Name:

Title: Todd B. Foust
Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Number	Class	Status	Date of Filing/Date of Registration	Jurisdiction	Registered Proprietor
INTEGRASCREEN ENHANCED DUE DILIGENCE (LOGO)	Application Number 78973936 Registration Number 3480737	35, 42	Registered	Application filed 13/09/06 Registered 05/08/08	USA	IntegraScreen (Singapore) Pte Ltd
WHEN YOU NEED TO KNOW ...	Application Number 78973938 Registration Number 3423029	35, 42	Registered Service Mark	Application filed 13/09/06 Registered 06/05/08	USA	IntegraScreen (Singapore) Pte Ltd
GPASS GLOBAL PARTNER ASSURANCE SCREENING SYSTEM	Application Number 78974005 Registration Number 3480738	35, 42	Registered	Application filed 14/09/06 Registered 05/08/08	USA	IntegraScreen (Singapore) Pte Ltd
INTEGRASCREEN (STANDARD CHARACTER MARK)	Application Number 78973940 Registration Number 3268433	35, 42	Registered	Application filed 13/09/06 Registered 24/07/07	USA	IntegraScreen (Singapore) Pte Ltd
INTEGRASCREEN (LOGO)	Application Number 77266787		Statement of use filed, pending review by	Application filed 29/08/07	USA	IntegraScreen (Singapore) Pte Ltd

			examining attorney			
INSIGHT WITH INTEGRITY	Application Number 77266790		Registration approved, pending certificate		USA	IntegraScreen (Singapore) Pte Ltd
INTEGRASREEN (LOGO)	300980235	45	Registered	Registered 25/10/07	Hong Kong	IntegraScreen (Singapore) Pte Ltd
INSIGHT WITH INTEGRITY (LOGO)	1624255	35	Application awaiting examination	Application filed 23/11/07	India	IntegraScreen (Singapore) Pte Ltd
GLOBAL ONE CHECK	1624257	35	Pending examination by the Trade Marks Registry	Application filed 23/11/07	India	IntegraScreen (Singapore) Pte Ltd
INTEGRASCREEN (LOGO)	Application Number 1624256	35	Pending examination by the Trade Marks Registry	Application filed 23/11/07	India	IntegraScreen (Singapore) Pte Ltd
INTEGRASCREEN (LOGO)	Application Number 1359191 Registration Number 641276	35	Approved	Certificate received on 25/05/05	India	IntegraScreen Services Pvt Ltd
INTEGRASCREEN (LOGO)	Application Number 1359194 Registration Number 650309	42	Approved	Certificate received on 25/05/05	India	IntegraScreen Services Pvt Ltd
INTEGRASCREEN	Application	35	Approved	Certificate	India	IntegraScreen

	Number 1359193 Registration Number 643874			received on 25/05/05		Services Pvt Ltd
INTEGRASCREEN	Application Number 1359196 Registration Number 649239	42	Approved	Certificate received on 25/05/05	India	IntegraScreen Services Pvt Ltd
GLOBAL ONECHECK	Application Number 77008226 Registration Number 3474507	42	Registered	Application filed 27/09/06 Registered 29/07/08	USA	IntegraScreen (Singapore) Pte Ltd
CHINA ONECHECK	Application Number 77008224 Registration Number 3478634	42	Registered	Application filed 27/09/06 Registered 05/08/08	USA	IntegraScreen (Singapore) Pte Ltd
INDIA ONECHECK	Application Number 77008225 Registration Number 3478635	42	Registered	Application filed 27/09/06 Registered 05/08/08	USA	IntegraScreen (Singapore) Pte Ltd

Trade Names

Common Law Trademarks

UNREGISTERED TRADE MARKS

Trade Mark	Jurisdiction	Proprietor
INSIGHT WITH INTEGRITY	China	IntegraScreen (Singapore) Pte Ltd
INTEGRASCREEN (LOGO)	China	IntegraScreen (Singapore) Pte Ltd
INSIGHT WITH INTEGRITY	EU	IntegraScreen (Singapore) Pte Ltd
INTEGRASCREEN (LOGO)	EU	IntegraScreen (Singapore) Pte Ltd
INSIGHT WITH INTEGRITY	Hong Kong	IntegraScreen (Singapore) Pte Ltd
INTEGRASCREEN (LOGO)	UAE	IntegraScreen (Singapore) Pte Ltd

Any unregistered trade mark rights in any jurisdiction which are owned by Grantor in respect to the following marks:

INTEGRASCREEN ENHANCED DUE DILIGENCE

WHEN YOU NEED TO KNOW ...

GPASS GLOBAL PARTNER ASSURANCE SCREENING SYSTEM

INTEGRASCREEN

INSIGHT WITH INTEGRITY

GLOBAL ONECHECK

CHINA ONECHECK

INDIA ONECHECK

Trademarks Not Currently In Use

Trademark Licenses