

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Integrascreen (Singapore) PTE LTD		02/03/2009	CORPORATION: SINGAPORE
Integrascreen FZ-LLC		02/03/2009	Free zone company with limited liability: UNITED ARAB EMIRATES.
Integrascreen Europe LTD		02/03/2009	COMPANY: UNITED KINGDOM
Integrascreen (Americas), Inc.		02/03/2009	CORPORATION: DELAWARE
Integrascreen Consulting Services Private Limited		02/03/2009	COMPANY: INDIA
Intergrascreen (Pakistan) Private Limited		02/03/2009	COMPANY: PAKISTAN
Integrascreen Bahrain SPC		02/03/2009	COMPANY: BAHRAIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Global World-Check
<b>Street Address:</b>	39 Dover Street
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	W15 4NN
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM

**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

OP \$240.00 3480737

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: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 876-7700  
Email: thomas.buettner@lw.com  
Correspondent Name: Thomas J. Buettner  
Address Line 1: Latham & Watkins LLP  
Address Line 2: 233 S. Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 044634-0006

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Thomas J. Buettner

Signature: /tjb/

Date: 02/18/2009

**Total Attachments: 29**

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3<sup>rd</sup> February 2008

**INTEGRASCREEN (SINGAPORE) PTE LTD**  
(as "IS Singapore")

**INTEGRASCREEN FZ LLC**  
(as "IS Dubai")

**INTEGRASCREEN EUROPE LTD**  
(as "IS Europe")

**INTEGRASCREEN (AMERICAS), INC.**  
(as "IS Americas")

**INTEGRASCREEN CONSULTING SERVICES PRIVATE LIMITED**  
(as "IS India")

**INTEGRASCREEN (PAKISTAN) PRIVATE LIMITED**  
(as "IS Pakistan")

**INTEGRASCREEN BAHRAIN SPC**  
(as "IS Bahrain")

**GLOBAL WORLD-CHECK**  
(as the "Assignee")


## **Assignment and Licence of Certain Intellectual Property Rights**

*relating to:*

the assignment and licence of certain intellectual property rights

**McDERMOTT WILL & EMERY UK LLP**  
7 Bishopsgate  
London  
EC2N 3AR

**Tel: +44 20 7577 6900**  
**Fax: +44 20 7577 6950**

*We hereby certify this to be a true copy of the original*  
  
**LATHAM & WATKINS (London) LLP**



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THIS AGREEMENT is made on the 3rd day of February 2008

**BETWEEN:**

- (1) **INTEGRASCREEN (SINGAPORE) PTE LTD**, whose registered office is at 151 Chin Swee Road, # 02-20 Manhattan House, Singapore 169876, (registered company number 200008412C), ("**IS Singapore**");
- (2) **INTEGRASCREEN FZ-LLC**, a company registered as a free zone company with limited liability under the provisions of Law no. (1) of 2000 establishing the Dubai Technology, Electronic Commerce and Media Free Trade Zone, whose registered office is at Office No 217, Building No 04, Second floor, Dubai Media City, Dubai, United Arab Emirates, ("**IS Dubai**");
- (3) **INTEGRASCREEN EUROPE LTD**, a company incorporated in England whose registered office is at Suite F, 5th Floor, Tubs Hill House South, London Road, Sevenoaks, Kent, TN13 1BL (registered company number 06333782, ("**IS Europe**");
- (4) **INTEGRASCREEN (AMERICAS), INC.**, of 41 East 11th Street, 11th Floor, New York, NY 10003, USA, ("**IS Americas**");
- (5) **INTEGRASCREEN CONSULTING SERVICES PRIVATE LIMITED**, of 3rd Floor "A" Wing, Prism Towers, MindSpace, Off New Link Road, Goregaon (W), Mumbai 400062, India, ("**IS India**");
- (6) **INTEGRASCREEN (PAKISTAN) PRIVATE LIMITED**, of F-63, Clifton Block 4, Karachi, Pakistan, ("**IS Pakistan**");
- (7) **INTEGRASCREEN BAHRAIN SPC**, of Labour Market and Regulatory Authority, P.O. Box 18333, Manama, Kingdom of Bahrain, ("**IS Bahrain**"); and
- (8) **GLOBAL WORLD-CHECK**, a company incorporated in England whose registered office is at 39 Dover Street, London, United Kingdom, W15 4NN, (registered company number 06091589), (the "**Assignee**").

**WHEREAS:**

- (A) The Assignors (as defined below) are the owners of the Business Transferring IPR (as defined below).
- (B) Pursuant to the Sale and Purchase Agreement (as defined below), the Assignors are willing to and have agreed to assign to the Assignee and the Assignee wishes to acquire all of the Business Transferring IPR for the consideration set out below and in accordance with the terms and conditions of this Agreement.
- (C) Prior to the entering into of this Agreement, IntegraScreen Limited (Hong Kong), IS Dubai, Scott Graham, John Charles Baxter, Michael Short, James Henry Gundry and Yogesh Bhura entered into a deed of assignment of certain Intellectual Property Rights (as defined below), with IS Singapore pursuant to which they assigned to IS Singapore certain Intellectual Property Rights, which deed of assignment takes effect from 23.59 hours GMT on the day before the Completion Date (as defined below) .

**IT IS AGREED THAT:**

**1. Definitions**

- 1.1 In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:
- 1.1.1 “**Affiliate**” shall mean, with respect to any person at the relevant time, any holding company of that person and any subsidiary of that person or of any such holding company with the terms “**holding company**” and “**subsidiary**” having the meanings given in the Companies Act 2006;
- 1.1.2 “**Assignors**” shall mean IS Singapore, IS Dubai, IS Europe, IS Americas, IS India, IS Pakistan and IS Bahrain;
- 1.1.3 “**Business Transferring IPR**” has the meaning set out in Clause 2.1 of this Agreement (and which excludes, for the avoidance of doubt, the Global One-Check Application);
- 1.1.4 “**Completion Date**” shall have the meaning given in the Sale and Purchase Agreement;
- 1.1.5 “**Data Sets**” shall mean all data and information of any nature whatsoever and in whatever form which comprise those data sets, short details of which are set out in Schedule 3 to this Agreement;
- 1.1.6 “**Domain Names**” shall mean those internet domain names which are owned by the Assignors and which relate exclusively or predominantly to the IS Business, details of which are set out at Schedule 1 to this Assignment;
- 1.1.7 “**Field of Use**” shall mean use in any field of business PROVIDED THAT such use does not fall within the scope of the IS Business, or otherwise relate to the Restricted Goods or the Restricted Services;
- 1.1.8 “**Global One-Check Application**” shall mean an online name look up software application (in source code and object code form) comprising a portal used for pre-employment screening and immigration screening, which is more fully described in Schedule 4 to this Agreement;
- 1.1.9 “**Group Companies**” shall mean all companies which are from time to time subsidiaries or holding companies of IntegraScreen Holdings Limited, or subsidiaries of such holding companies (and the terms “**holding company**” and “**subsidiary**” shall have the meanings set out in the Companies Act 2006) and the term “**Group Company**” shall be construed accordingly;
- 1.1.10 “**IntegraScreen Group**” shall mean IntegraScreen Holdings Limited and the Group Companies from time to time;
- 1.1.11 “**Intellectual Property Rights**” mean all rights of any nature in patents, rights to inventions, utility models, copyright, trade marks, service marks,



trade, business and domain names, logos, rights in trade dress or get-up, rights protecting reputation, goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information and knowledge (including rights in know-how, inventions, processes, market information, lists of customers and suppliers, and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, all similar or equivalent rights or forms of protection in any part of the world, rights under orders or statutes in relation to the foregoing and the right to sue for infringement of any of the foregoing;

1.1.12 “**IS Business**” shall have the meaning given in the Sale and Purchase Agreement;

1.1.13 “**ISIS Application**” shall mean means the software application (in source code and object code form) which performs the following primary functions:

- (a) online report ordering;
- (b) accessing online archives of previously ordered reports by customers; and
- (c) providing management information systems for customers, showing number of reports ordered,

which is used for the purposes of enhanced due diligence, (“**EDD**”) report ordering and EDD historical reports, which is capable of interfacing with the Global One-Check Application and which is more fully described in Schedule 5 to this Agreement and in the documents titled “ISIS Integration Technical Specifications” version 1.0, “ISIS Subversion User Guide” and “ISIS Web Service Technical Specifications” copies of which have been provided by the Assignors to the Assignee;

1.1.14 “**ISIS/Global One-Check Software Licence**” shall have the meaning given in the Sale and Purchase Agreement;

1.1.15 “**Licensed Back IP**” shall mean those Intellectual Property Rights comprising the Rights which were used predominantly, but not exclusively in the IS Business as at the date of signature of the Sale and Purchase Agreement;

1.1.16 “**Moral Rights**” shall have the meaning given in Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988;

1.1.17 “**Restricted Goods**” shall have the meaning given in the Sale and Purchase Agreement;

1.1.18 “**Restricted Services**” shall have the meaning given in the Sale and Purchase Agreement;

- 1.1.19 “**Rights**” shall mean all other Intellectual Property Rights (other than the rights in the Data Sets, the Domain Names, the Trade Marks, the Website Content, the Savvion Configurations, the ISIS Application and the Global One-Check Application) which are owned by the Assignors and which relate exclusively or predominantly to the IS Business;
- 1.1.20 “**Sale and Purchase Agreement**” shall mean the share exchange and business asset sale and purchase agreement between IntegraScreen Holdings Limited, Global World-Check Holdings Limited, Scott Graham, Michael Short, Yogesh Bhura and John Charles Baxter dated \_\_\_\_\_ for the sale and purchase of various companies and assets in respect of the IS Business;
- 1.1.21 “**Savvion Configurations**” shall mean all Intellectual Property Rights in respect of configurations, enhancements and customisations which have been made by or on behalf of a Group Company which interface with software licensed to IS Singapore pursuant to the Savvion Licence and which:
- (a) comprise custom code which has been written to accommodate the specific needs of the IntegraScreen Group’s business; and
  - (b) have been made using Java;
- 1.1.22 “**Savvion Licence**” shall mean the software licence agreement dated 22 December 2006 between Savvion, Inc. and IS Singapore;
- 1.1.23 “**Trade Marks**” shall mean those trade mark registrations and applications and unregistered trade marks which are owned by the Assignors and which relate exclusively or predominantly to the IS Business, details of which are set out at Schedule 2 to this Assignment;
- 1.1.24 “**Website Content**” shall mean the Intellectual Property Rights in respect of the website content appearing at the internet domain name www.integrascreen.com as at the date of this Agreement;
- 1.1.25 “**World-Check/Datasets Licence**” shall have the meaning given in the Sale and Purchase Agreement.
- 1.2 The Schedules and Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Recitals.

## 2. Assignment

- 2.1 In consideration of good and valuable consideration provided by the Assignee to the Assignors (the receipt and sufficiency of which the Assignors hereby acknowledge) and the mutual promises exchanged in this Agreement, the Assignors hereby assign with effect from 00.00 hours GMT on the Completion Date, with full title guarantee to the Assignee absolutely ALL of their right, title and interest in and to:

- 2.1.1 the Data Sets;

- 2.1.2 the Domain Names;
- 2.1.3 the Trade Marks;
- 2.1.4 the Website Content;
- 2.1.5 the Savvion Configurations;
- 2.1.6 the ISIS Application; and
- 2.1.7 the Rights,

including, without limitation, the benefit of any applications for registration in respect of any of the same to which the Assignors are entitled with the intention that when the applications are granted the registrations will vest in the Assignee and any common law rights and all the goodwill attaching to any of the above and any applications for any of the same to which the Assignors are entitled, TO HOLD the same unto the Assignee absolutely, (together the “**Business Transferring IPR**”).

- 2.2 The assignment referred to in Clause 2.1 above shall include all rights of action, powers and benefits belonging to or accrued to any of the Business Transferring IPR including, without limitation, the right for the Assignee to bring proceedings against any third party in respect of the Business Transferring IPR (including, without limitation, proceedings against any third party in respect of infringement of the Business Transferring IPR, whether such infringement occurred before or after the date of this Assignment) and to claim damages therefor in its own name. The Assignors agree and undertake to provide and procure the provision of to the Assignee (at its request and expense) all such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Business Transferring IPR.
- 2.3 The Assignors hereby unconditionally and irrevocably waives (or shall procure the waiver of) any relevant Moral Rights in respect of the Business Transferring IPR in so far as the Assignors may lawfully do so. This waiver is made expressly in favour of the Assignee and for the avoidance of doubt shall extend to licensees of and a successor in title to the Business Transferring IPR.

### **3. Grant of Licence Back**

- 3.1 In consideration of the mutual promises exchanged in this Agreement, and subject to the Assignee having the right to grant the same, the Assignee hereby grants to the Assignors and their Affiliates, with effect from 00.00 GMT on the Completion Date, on the terms set out in this Agreement a non-exclusive, royalty-free, irrevocable and perpetual (subject only to Clause 4) worldwide and non-transferable (subject only to Clause 7) licence, to use and sub-licence the use of, the Licensed-Back IP, within the Field of Use, (the “**Licence-Back**”).
- 3.2 The Assignors will ensure that their Affiliates and any third party to which the Assignors provide access to the Licensed-Back IP in accordance with this Agreement, complies with the terms of this Agreement, as if such entities were the relevant Assignor.

3.3 The Assignee reserves all rights in respect of the Licensed-Back IP, and the Assignors will not use or sub-licence (and will procure that its Affiliates and any other third party to which the Assignors provide access to the Licensed-Back IP do not use or sub-licence the Licensed-Back IP, other than as expressly provided in this Agreement.

#### **4. Termination of Licence-Back**

4.1 Without prejudice to any other rights or remedies that it may have, the Assignee may terminate the Licence-Back if:

4.1.1 any of the Assignors commits a material breach of this Agreement, which breach is either not capable of being cured or is not cured within thirty (30) days after notice of the breach is given by the Assignee;

4.1.2 the Assignee terminates the World-Check/Datasets Licence on any grounds permitted by the World-Check/Datasets Licence other than termination for convenience.

4.2 The Assignors may terminate the Licence-Back at any time by giving notice to the Assignee.

4.3 Clauses 4.1 and 4.2 set out the only grounds on which the Licence-Back may terminate or expire.

4.4 Upon termination of the Licence-Back, the Assignors will cease to use the Licensed-Back IP. Termination of the Licence-Back will not affect any accrued rights of the Assignee arising pursuant to the Licence-Back.

#### **5. Exclusion of Liability**

5.1 The Assignors and the Assignee agree and acknowledge that the Licensed-Back IP comprise a constituent part of the Business Transferring IPR, and the Assignors and the Assignee agree and acknowledge that the Assignee will have no liability in respect of the Licence-Back, including without limitation, no liability for any loss of profits, revenue, goodwill, anticipated savings, data or business, or any indirect or consequential loss, arising under or in relation to the Licence-Back whether as a result of breach of contract, tort (including negligence), breach of statutory duty or otherwise.

5.2 The Licensed-Back IP is provided by the Assignee to the Assignors "as-is" with no express or implied warranties, representations, undertakings or conditions (including, without limitation, those relating to fitness for purpose, quality and merchantability) to the extent permitted by law.

5.3 Nothing in this Agreement will exclude or limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability which cannot be excluded by law.

5.4 The Assignee's total liability, arising under or in relation to the Licence-Back whether as a result of breach of contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed £100.

## 6. Infringement Provisions In Relation to the Licence-Back

6.1 The Assignors shall forthwith give written notice to the Assignee of any of the following matters which may at any time during the continuance of the Licence-Back come to their knowledge, giving full particulars of

6.1.1 any infringement or suspected or threatened infringement of the Licensed Back IP; and

6.1.2 any other form of attack, charge or claim to which the Licensed-Back IP may be subject

provided always that the Assignors shall not make any admissions in respect of such matters other than to the Assignee and provided further that the Assignors shall in every case furnish the Assignee with all information in their possession in relation thereto which may be reasonably required by the Assignee.

6.2 The Assignee shall have the right to assume the conduct of all actions and proceedings relating to the Licensed-Back IP which are the subject of the Licence and shall bear the costs and expenses of any such actions and proceedings. Any costs or damages received in connection with any such actions or proceedings shall for the account of the Assignee.

## 7. Assignment in Relation to the Licence-Back

7.1 In respect of the Licence-Back, except as set out in Clause 7.2 and 7.3 below, no Party may assign, novate or otherwise transfer any of its rights, obligations or privileges (by operation of law or otherwise) without the prior written consent of an Assignor in the case of the Assignee, or the Assignee in the case of any of the Assignors, such consent not to be unreasonably withheld or delayed.

7.2 In respect of the Licence-Back, the Assignors may assign, novate or otherwise transfer any of their rights or obligations under the Licence-Back to any person, (a "**Proposed Assignor Transferee**") without the consent of Assignee where:

7.2.1 the Proposed Assignor Transferee is an Affiliate of the relevant Assignor; or

7.2.2 the proposed assignment, novation or other transfer forms part of the disposal of all or a substantial part of the relevant Assignor's business or assets.

7.3 In respect of the Licence-Back, the Assignee may assign, novate or otherwise transfer any of its rights or obligations under the Licence-Back to any person (a "**Proposed Assignee Transferee**") without the consent of Assignors where:

7.3.1 the Proposed Assignee Transferee is an Affiliate of the Assignee; or

7.3.2 the proposed assignment, novation or other transfer forms part of the disposal of all or a substantial part of the Assignee's business or assets.

## 8. Further Assurance

8.1 Each of the Assignors hereby acknowledges, agrees and undertakes that at the request and cost of the Assignee at any time and from time to time it will execute and procure the execution of such deeds or documents and do or procure the doing of such acts or things as may be necessary or desirable to give effect to this Agreement and the transactions contemplated by this Agreement and to otherwise secure the benefits of the rights hereby assigned.

**9. Counterparts**

9.1 This Agreement may be executed in several counterparts, all of which parts taken together will constitute one single agreement between the Parties.

**10. Governing Law**

10.1 This Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

**SCHEDULE 1**  
**The Domain Names**

In some cases, although all of the Domain Names are owned by IS Singapore they are incorrectly listed on the relevant registers in the name of IntegraScreen Services Pvt Ltd, Mumbai, India.

<b><u>Domain Name</u></b>	<b><u>Registered Proprietor</u></b>	<b><u>Renewal Date</u></b>
INTEGRASCREEN.COM	IS Singapore (although currently registered in the name of IS Dubai)	11 June 2012
INTEGRASCREENONLINE.COM	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	28 April 2009
GPASS.BIZ	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	26 May 2009
INTEGRASCREEN.NET	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	29 May 2009
FCPANEWS.COM	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	15 June 2009
FCPAINFO.COM	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	15 June 2009
INTEGRAFLOW.COM	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	31 August 2009
AML-COMPLIANCE.BIZ	IS Singapore (although currently registered in	8 September

	the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	2009
VENDORSCREENING.BIZ	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	8 September 2009
OFACCOMPLIANCE.BIZ	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	8 September 2009
ENHANCEDDUE DILIGENCE.BIZ	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	8 September 2009
ANTIMONEYLAUNDERING.BIZ	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	8 September 2009
POLITICALLY EXPOSED PERSONS.BIZ	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	8 September 2009
ENHANCEDDUE DILIGENCE.COM	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	9 September 2009
AML-COMPLIANCE.COM	IS Singapore (although currently registered in the name of IntegraScreen Services Pvt Ltd, Mumbai, India)	9 September 2009
POLITICALLY EXPOSED PERSONS.COM	IS Singapore (although currently registered in the name of IntegraScreen Services	9 September 2009



	Pvt Ltd, Mumbai, India)	
GLOBALONECHECK.COM	IS Singapore	20 September 2009

**SCHEDULE 2**  
**The Trade Marks**

**Trade Mark Registrations and Applications**

In some cases, although all of the Trade Marks are owned by IS Singapore they are incorrectly listed on the relevant trade mark registers in the names of other IntegraScreen Group Companies.

Trade Mark	Number	Class	Status (Registration or Application)	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	IS Singapore
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	IS Singapore
GPASS GLOBAL PARTNER ASSURANCE SCREENING SYSTEM	Application Number 78974005  Registration	35, 42	Registered	Application filed 14/09/06  Registered	USA	IS Singapore

	Number 3480738				05/08/08			
INTEGRASCREEN (STANDARD CHARACTER MARK)	Application Number 78973940  Registration Number 3268433	35, 42	Registered	Registered	Application filed 13/09/06  Registration 24/07/07	USA	USA	IS Singapore
INTEGRASCREEN (logo)	Application Number 77266787		Statement of use filed, pending review by examining attorney	Statement of use filed, pending review by examining attorney	Application filed 29 August 2007	USA	USA	IS Singapore
INSIGHT WITH INTEGRITY	Application Number 77266790		Registration approved, pending certificate	Registration approved, pending certificate		USA	USA	IS Singapore
INTEGRASCREEN (logo)	300980235	45	Registered	Registered	Registered  25/10/07	Hong Kong	Hong Kong	IS Singapore
INSIGHT WITH INTEGRITY (logo)	1624255	35	Application awaiting examination	Application awaiting examination	Application filed 23/11/07	India	India	IS Singapore
GLOBAL ONE CHECK	1624257	35	Pending examination by the Trade Marks	Pending examination by the Trade Marks	Application filed 23/11/07	India	India	IS Singapore

INTEGRASCREEN (LOGO)	Application Number 1624256	35	Registry	Pending examination by the Trade Marks Registry	Application filed 23/11/07	India	IS Singapore
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 Number 1359193 Registration Number 643874	35	Approved	Certificate received on 25/05/05	India	IntegraScreen Services Pvt Ltd	
INTEGRASCREEN	Application Number	42	Approved	Certificate received on	India	IntegraScreen Services	

	1359196 Registration Number 649239				25/05/05		Pvt Ltd
GLOBAL ONECHECK	Application Number 77008226  Registration Number 3474507	42	Registered		Application filed 27/09/06  Registered 29/07/08	USA	IS Singapore
CHINA ONECHECK	Application Number 77008224  Registration Number 3478634	42	Registered		Application filed 27/09/06  Registered 05/08/08	USA	IS Singapore
INDIA ONECHECK	Application Number 77008225  Registration Number 3478635	42	Registered		Application filed 27/09/06  Registered 05/08/08	USA	IS Singapore

**Unregistered Trade Marks**

Trade Mark	Jurisdiction	Proprietor
INSIGHT WITH INTEGRITY	China	IS Singapore
INTEGRASCREEN (logo)	China	IS Singapore
INSIGHT WITH INTEGRITY	EU	IS Singapore
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INSIGHT WITH INTEGRITY	Hong Kong	IS Singapore
INTEGRASCREEN LOGO	UAE	IS Singapore

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

INTEGRASCREEN ENHANCED DUE DILIGENCE  
 WHEN YOU NEED TO KNOW ....  
 PASS GLOBAL PARTNER ASSURANCE SCREENING SYSTEM  
 INTEGRASCREEN  
 INSIGHT WITH INTEGRITY  
 GLOBAL ONECHECK

CHINA ONECHECK

INDIA ONECHECK

**TRADEMARK**  
**REEL: 003938 FRAME: 0078**

LND99.531505-7.088000.0010  
LO467644.2

**SCHEDULE 3**  
**The Data Sets**

Global Money Laundering Data Set  
Global Fraud Risk Data Set  
Global Corruption Data Set  
Global Miscellaneous Risk Data Set  
Global Politically Exposed Persons Data Set  
Global Financial Regulatory Data Set  
Global Regulatory (Others) Data Set  
Global Terrorist Risk (Government Agencies) Dataset  
Alleged Terrorist Dataset



**SCHEDULE 4**  
**Global One-Check Application**

The Global One-Check Application is an online portal for customers who wish to conduct permitted background checks on individuals immigration and pre-employment requirements.

The Global One-Check Application is capable of providing customers with access to multiple data sets in respect of individuals and companies that may be of interest to them.

The Global One-Check Application is built on Microsoft DotNet with C# and uses Microsoft SQL Server as the data store.

For web access, the Global One-Check Application provides encryption at both the data transport layer and message layer. Support for encrypted transports such as HTTP/S (SSL2) is provided.

The Global One-Check Application is also available for system to system connectivity through web-services.

**SCHEDULE 5**  
**ISIS Application**

The ISIS Application is an online due diligence case management system. The ISIS Application automates and manages international business partner screening programs. The following features/modules are embedded into the ISIS Application:

- the order management component enables users to place and manage orders for custom due diligence reports. This component interfaces directly with an internal business process management application to enable transition from order to execution and delivery;
- access can also be provided to international criminality information through the Global OneCheck Application component. This can interface directly with the Global OneCheck Application;
- the Document Vault element provides integrated access to templates of certificates offered by universities and educational institutions for easy verification of the authenticity of educational qualifications. An interface built on AJAX provides quick results to searches and
- the dashboard offers users the ability to manage email and online, industry or location specific alerts as well as enabling users to view a quick summary of their past and current ordered reports. Panels built with Flash, AJAX and DotNet provide an interactive experience for the user.

The ISIS Application has been developed to be light on the browser and has a scalable, multi-level architecture built on Microsoft DotNet with C# and AJAX and uses Microsoft SQL Server as the data store.

For system to system connectivity, the ISIS Application can provide support for web-service connectivity and enforces public-key cryptography (“PKI”), which makes use of a public/private key pair.

For web access, the ISIS Application provides encryption at both the data transport layer and message layer. Support for encrypted transports such as HTTP/S (SSL2) is provided.

AS WITNESS the hands of the Parties or their duly authorised representatives the day and year first above written:

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN (SINGAPORE) PTE LTD** )  
in the presence of )



Signature of witness



Name

TSE MEI MEI

Address

Rm 1303, Shing Kwan Hse  
Tin Shing Court  
Tin Shui Wai, Yuen Long, N.T. H.K.

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN FZ-LLC** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN EUROPE LTD** )  
in the presence of )



Signature of witness



Name

TSE MEI MEI

Address

Rm 1303, Shing Kwan Hse.  
Tin Shing Court.  
Tin Shui Wai, Yuen Long, N.T. H.K.

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN (AMERICAS), INC.** )  
in the presence of )



Signature of witness



Name

TSE MEI MEI

Address

Rm 1303, Shing Kwan Hse.  
Tin Shing Court  
Tin Shui Wai 21, Yuen Long, N.T. H.K.

AS WITNESS the hands of the Parties or their duly authorised representatives the day and year first above written:

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for and on behalf of )  
**INTEGRASCREEN (SINGAPORE) PTE LTD** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN FZ-LLC** )  
in the presence of )



Signature of witness *B. J. Graham*

Name **BRIAN JAMES GRAHAM**

Address **53A NUNHOM ROAD, DUMFRIES**

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN EUROPE LTD** )  
in the presence of )

Signature of witness

Name

Address

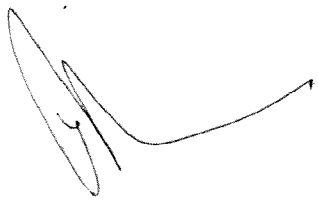
Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN (AMERICAS), INC.** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN CONSULTING SERVICES** )  
**PRIVATE LIMITED** )  
in the presence of )



Signature of witness Mallika Vij.  
30/12/08.  
Name MALLIKA VIJ.

Address HOTEL HINDUSTHAN INTERNATIONAL  
AJ CROSE ROAD, KOLKATA, INDIA

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN PAKISTAN PRIVATE LIMITED** )  
in the presence of )

Signature of witness  
Name  
Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN BAHRAIN SPC** )  
in the presence of )

Signature of witness  
Name  
Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**GLOBAL WORLD-CHECK** )  
in the presence of )

Signature of witness  
Name  
Address


Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN CONSULTING SERVICES** )  
**PRIVATE LIMITED** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN PAKISTAN PRIVATE LIMITED** )  
in the presence of )



Signature of witness

Name

*TSE MEI MEI*

Address

*Rm 1303, Shing Kwan Hse  
Tin Shing Court  
Tin Shui Wai, Yuen Long N.T. H.K.*

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN BAHRAIN SPC** )  
in the presence of )

Signature of witness

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**INTEGRASCREEN CONSULTING SERVICES** )  
**PRIVATE LIMITED** )  
in the presence of )

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**INTEGRASCREEN PAKISTAN PRIVATE LIMITED** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN BAHRAIN SPC** )  
in the presence of )

Signature of witness

Name *Alia Masoud*

Address *1265 sharjah, UAE*



Signed by a duly authorised signatory )  
for and on behalf of )  
**GLOBAL WORLD-CHECK** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN CONSULTING SERVICES** )  
**PRIVATE LIMITED** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN PAKISTAN PRIVATE LIMITED** )  
in the presence of )

Signature of witness

Name

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Signed by a duly authorised signatory )  
for and on behalf of )  
**INTEGRASCREEN BAHRAIN SPC** )  
in the presence of )

Signature of witness

Name

Address

Signed by a duly authorised signatory )  
for and on behalf of )  
**GLOBAL WORLD-CHECK** )  
in the presence of )



Signature of witness

Name *JONATHAN BEAK*

Address *39 DOVER STREET  
LONDON W1S 4NN*

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