

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Custom Direct LLC		05/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
Custom Direct, Inc.		05/18/2009	CORPORATION: DELAWARE
EZShield Holdings LLC		05/18/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Custom Direct, Inc.
Street Address:	1802 Fashion Court
City:	Joppa
State/Country:	MARYLAND
Postal Code:	21085
Entity Type:	CORPORATION: DELAWARE

Name:	EZShield Holdings LLC
Street Address:	1802 Fashion Court
City:	Joppa
State/Country:	MARYLAND
Postal Code:	21085
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	EZShield, Inc.
Street Address:	1802 Fashion Court
City:	Joppa
State/Country:	MARYLAND
Postal Code:	21085
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

900134254

**TRADEMARK
 REEL: 003988 FRAME: 0893**

CH \$490.00 2981333

Property Type	Number	Word Mark
Registration Number:	2981333	EZ EZSHIELD
Registration Number:	2774601	EZ
Registration Number:	2709171	EZ EZSHIELD CHECK FRAUD PROTECTION PROGRAM
Serial Number:	77547151	EZSHIELD FRAUD TRAC
Serial Number:	77547186	EZSHIELD ID PROTECT
Serial Number:	77547202	EZSHIELD ID PROTECT
Serial Number:	77547200	EZSHIELD ID PROTECT
Serial Number:	77547191	EZSHIELD ID PROTECT
Serial Number:	77547171	EZSHIELD ID PROTECTION
Serial Number:	77547165	EZSHIELD ID PROTECTION
Serial Number:	77547158	EZSHIELD ID PROTECTION
Serial Number:	77547163	EZSHIELD ID PROTECTION
Serial Number:	77564324	EZSHIELD IDENTITY PROTECTION
Serial Number:	77564321	EZSHIELD IDENTITY PROTECTION
Serial Number:	77564319	EZSHIELD IDENTITY PROTECTION
Serial Number:	77564317	EZSHIELD IDENTITY PROTECTION
Serial Number:	77547136	EZSHIELD IDENTITY RESTORATION
Serial Number:	77547131	EZSHIELD IDENTITY RESTORATION
Serial Number:	77547144	EZSHIELD VAULT

CORRESPONDENCE DATA

Fax Number: (410)234-2378
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (410) 347-8700
Email: jmorales@wtplaw.com
Correspondent Name: Joseph L. Morales
Address Line 1: Whiteford, Taylor & Preston
Address Line 2: Seven Saint Paul Street
Address Line 4: Baltimore, MARYLAND 21202-1636

ATTORNEY DOCKET NUMBER:	002459/00043
NAME OF SUBMITTER:	Joseph L. Morales
Signature:	/JLM/
Date:	05/18/2009

Total Attachments: 4

TRADEMARK
REEL: 003988 FRAME: 0894

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AGREEMENT REGARDING TRANSFER OF TRADEMARKS

WHEREAS, Custom Direct LLC, a Delaware limited liability company with a principal place of business at 1802 Fashion Court, Joppa, Maryland 21085 ("Custom Direct LLC") is the sole owner of the service marks set forth on Schedule A, which are currently registered or pending with the United States Patent and Trademark Office or are otherwise used by Custom Direct, Inc. (as defined herein) in connection with its "EZShield" branded products and services (collectively, the "Marks"); and

WHEREAS, Custom Direct, Inc., a Delaware corporation with a principal place of business at 1802 Fashion Court, Joppa, Maryland 21085 ("Custom Direct, Inc.") is the sole owner of all issued and outstanding Common Interests of Custom Direct LLC and desires to acquire on the date hereof in its own name any and all rights that Custom Direct LLC has in and to the Marks, the registrations and applications therefore, together with the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof (such rights hereinafter collectively called the "Trademark Rights"); and

WHEREAS, Custom Direct, Inc. desires to contribute to its wholly-owned subsidiary, EZShield Holdings LLC, a Delaware limited liability company with a principal place of business at 1802 Fashion Court, Joppa, Maryland 21085 ("EZShield Holdings"), all of the Trademark Rights as partial consideration for EZShield Holdings issuing all of its equity interest to Custom Direct, Inc.; and

WHEREAS, EZShield Holdings desires to contribute to its own wholly-owned subsidiary, EZShield, Inc., a Delaware corporation with a principal place of business at 1802 Fashion Court, Joppa, Maryland 21085 ("EZShield, Inc.") all of the Trademark Rights as partial consideration for EZShield, Inc. issuing all of its stock to EZShield Holdings; and

WHEREAS, the above-noted entities desire for EZShield, Inc. to be the successor-in-interest of record to Custom Direct LLC's rights in and to the Marks for the purposes of 15 U.S.C. § 1060.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned entities hereby acknowledge and agree that the Trademark Rights have been or are hereby, as the case may be, duly transferred effective as of May 18, 2009 from Custom Direct LLC to EZShield, Inc., as follows:

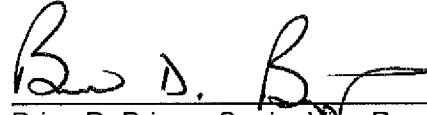
1. Custom Direct LLC, by and through duly authorized and executed resolutions dated of even date herewith, has distributed to Custom Direct, Inc. all of the Trademark Rights.
2. Custom Direct, Inc. hereby contributes the Trademark Rights to EZShield Holdings in exchange for good and valuable consideration as noted above.
3. EZShield Holdings hereby contributes the Trademark Rights to EZShield, Inc. in exchange for good and valuable consideration as noted above.

Each of the above-noted entities hereby agrees to sign any and all further documentation as and when reasonably requested in order to evidence or effectuate the transfer of Trademark Rights as referenced herein. The recitals set forth above constitute material and binding terms of this instrument. EZShield, Inc. hereby accepts all of the rights and duties associated with the

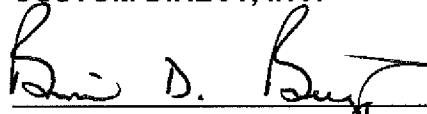
Trademark Rights. This Agreement Regarding Transfer of Trademarks is governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the entities identified below have executed this Agreement Regarding Transfer of Trademarks by and through their duly authorized representatives as of the 18th day of May, 2009.


CUSTOM DIRECT LLC

 (SEAL)
Brian D. Briggs, Senior Vice President &
Chief Financial Officer

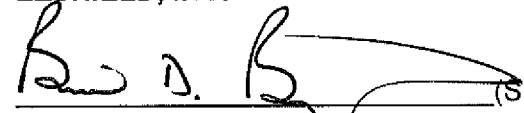
CUSTOM DIRECT, INC.

 (SEAL)
Brian D. Briggs, Senior Vice President &
Chief Financial Officer

EZSHIELD HOLDINGS LLC

 (SEAL)
Brian D. Briggs,
Authorized Officer

EZSHIELD, INC.

 (SEAL)
Brian D. Briggs, Senior Vice President &
Chief Financial Officer

STATE OF MARYLAND,
COUNTY OF BALTIMORE, TO WIT:

On this ___ day of May, 2009, before me appeared BRIAN D. BRIGGS, being duly authorized, who signed this Agreement Regarding Transfer of Trademarks as the duly authorized officer and representative of Custom Direct LLC, Custom Direct, Inc., EZShield Holdings LLC and EZShield, Inc.

Angela Brown
NOTARY PUBLIC
My Commission Expires: 3/2/2013

SCHEDULE A

REGISTERED MARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
EZ EZShield [and design]	2,981,333	08/02/2005
EZ [and design]	2,774,601	10/21/2003
EZShield Check Fraud Protection Program	2,709,171	04/22/2003

PENDING MARKS

MARK	SERIAL NO.	FILING DATE
EZShield Fraud Trac	77/547,151	08/14/2008
EZShield ID Protect	77/547,186	08/14/2008
EZShield ID Protect	77/547,202	08/14/2008
EZShield ID Protect	77/547,200	08/14/2008
EZShield ID Protect	77/547,191	08/14/2008
EZShield ID Protection	77/547,171	08/14/2008
EZShield ID Protection	77/547,165	08/14/2008
EZShield ID Protection	77/547,158	08/14/2008
EZShield ID Protection	77/547,163	08/14/2008
EZShield Identity Protection	77/564,324	09/08/2008
EZShield Identity Protection	77/564,321	09/08/2008
EZShield Identity Protection	77/564,319	09/08/2008
EZShield Identity Protection	77/564,317	09/08/2008
EZShield Identity Restoration	77/547,136	08/14/2008
EZShield Identity Restoration	77/547,131	08/14/2008
EZShield Vault	77/547,144	08/14/2008
EZ (and design)		

ADDITIONAL UNREGISTERED MARKS

EZShield Emergency Card Services
EZShield Identity Theft Protection
The EZShield Promise