

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
ChoicePoint Services Inc.		08/29/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	ChoicePoint Government Services LLC		
Street Address:	1000 Alderman Drive		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77265385	CLEAR	
Registration Number:	2443654	AUTOTRACK	
Registration Number:	2391187	AUTOTRACKXP	
Registration Number:	2046847	DRIVERS OF THE NATION	
Registration Number:	2073632	FACES OF THE NATION	
Registration Number:	2048495	VEHICLES OF THE NATION	
CORRESPONDENCE DATA			
Fax Number:	(646)223-4250		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	646-223-4272		
Email:	donna.lavardera@thomsonreuters.com		
Correspondent Name:	Donna LaVardera		
Address Line 1:	3 Times Square		
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NAME OF SUBMITTER:	Donna M. LaVardera		

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TRADEMARK
REEL: 003997 FRAME: 0505

Signature:	/DML/
Date:	06/02/2009
<p>Total Attachments: 18</p> <p>source=ChoicePoint assignment#page1.tif source=ChoicePoint assignment#page2.tif source=ChoicePoint assignment#page3.tif source=ChoicePoint assignment#page4.tif source=ChoicePoint assignment#page5.tif source=ChoicePoint assignment#page6.tif source=ChoicePoint assignment#page7.tif source=ChoicePoint assignment#page8.tif source=ChoicePoint assignment#page9.tif source=ChoicePoint assignment#page10.tif source=ChoicePoint assignment#page11.tif source=ChoicePoint assignment#page12.tif source=ChoicePoint assignment#page13.tif source=ChoicePoint assignment#page14.tif source=ChoicePoint assignment#page15.tif source=ChoicePoint assignment#page16.tif source=ChoicePoint assignment#page17.tif source=ChoicePoint assignment#page18.tif</p>	

**SOFTWARE JOINT OWNERSHIP,
TRADEMARK ASSIGNMENT, AND
TRADEMARK LICENSE AGREEMENT**

THIS SOFTWARE JOINT OWNERSHIP, TRADEMARK ASSIGNMENT, AND TRADEMARK LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of August 29, 2008 by and between ChoicePoint Services Inc., a Georgia corporation ("**Seller**"), ChoicePoint Government Services LLC, a Georgia limited liability company ("**Buyer**"), Thomson Reuters (Legal) Inc., a Minnesota corporation ("**Purchaser**"), and Reed Elsevier Inc., a Massachusetts company ("**Parent**"). Seller and Buyer may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, Buyer, Purchaser, and Seller are parties to that certain Membership Interest Purchase Agreement ("**Purchase Agreement**"), dated as of August 29, 2008, pursuant to which Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, all of the outstanding membership interests of Buyer;

WHEREAS, Seller owns the AutoTrackXP Software (as defined below) and desires to convey a joint ownership interest in the AutoTrackXP Software to Buyer for Buyer's limited use in the Field (as defined below), and Buyer desires to acquire a joint ownership interest in the AutoTrackXP Software for Buyer's use in the Field;

WHEREAS, Seller owns the CLEAR User Interface (as defined below) and desires to convey the CLEAR User Interface to Buyer, and Buyer desires to acquire the CLEAR User Interface;

WHEREAS, (1) Seller owns (i) the Trademarks (as defined below) and (ii) the goodwill of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks, both of which it desires to assign to Buyer, (2) Buyer desires to acquire the Trademarks and to grant an exclusive license to Seller to use the AutoTrackXP Trademarks (as defined below) outside the Field for the Trademark Term (as defined below); and (3) Seller desires to use the AutoTrackXP Trademarks in connection with Seller's business outside the Field for the Trademark Term;

WHEREAS, Seller owns certain Domain Names (as defined below), which it desires to assign to Buyer, and Buyer desires to accept such assignment of the Domain Names from Seller; and

WHEREAS, the Parties desire to enter into this Agreement to govern their ownership, exploitation, and defense of the Software and the Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and the consideration provided in the Purchase Agreement, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.

Capitalized terms used in this Agreement not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

- a. **"Authorized Product"** means any software application program that incorporates any concept, feature, or function of any of the Software but (i) does not include or use any actual computer code (whether object code or source code) of the Software, (ii) is developed without the use of any Documentation for any of the Software, or (iii) is not developed, either directly or indirectly, either whole or in part, through the reverse engineering of any of the Software, in each case whether created before or after the Effective Date.
- b. **"AutoTrackXP Derivative Works"** means any improvement, modification, or derivative work based on any of the AutoTrackXP Software, whether created before or after the Effective Date; provided, however, that AutoTrackXP Derivative Works does not include Authorized Products.
- c. **"AutoTrackXP Intellectual Property"** means all Intellectual Property that (i) is embodied by or used in the AutoTrackXP Software, or (ii) has claims that cover the AutoTrackXP Software or the use thereof, in each case as existing on the Effective Date.
- d. **"AutoTrackXP Middleware"** means the source code and the object code of those software components and data modules that host or support the execution and required data movements (i.e., "middleware") for the application known as "AutoTrackXP" and the Documentation corresponding to the AutoTrackXP Middleware, in each case as specified on Schedule A and as existing on the Effective Date.
- e. **"AutoTrackXP Software"** means the AutoTrackXP Middleware and the AutoTrackXP User Interface.
- f. **"AutoTrackXP Trademarks"** means the trademarks, including the trademark registrations and applications therefore, identified on Schedule B attached hereto.
- g. **"AutoTrackXP User Interface"** means the source code and the object code of the user interface programs known as "AutoTrackXP" and the Documentation corresponding to the AutoTrackXP User Interface, and in each case as specified on Schedule C and as existing on the Effective Date.
- h. **"Buyer AutoTrackXP Derivative Works"** means any AutoTrackXP Derivative Works created by or on behalf of Buyer or its Affiliates.
- i. **"CLEAR User Interface Intellectual Property"** means all Intellectual Property that (i) is embodied by or used in the CLEAR User Interface, or (ii) has claims that cover the CLEAR User Interface or the use thereof.

- j. **"CLEAR User Interface"** means the source code and the object code of the user interface programs known as "Consolidated Lead Evaluation and Reporting (**"CLEAR"**)" and launched as the commercial product "ChoicePoint CLEAR" on May 28, 2008, and the Documentation corresponding thereto, in each case as specified on Schedule D and as existing on the Effective Date.
- k. **"Documentation"** means the Seller internally developed materials related to any of the Software, in each case as existing on the Effective Date.
- l. **"Domain Names"** means the registered domain names identified on Schedule E attached hereto.
- m. **"Effective Date"** means the Closing Date.
- n. **"Essential Parent Patent"** means any and all patents and patent applications owned or controlled by Parent or its Affiliates that are issued, published, or filed on or before the Effective Date, and any divisionals or continuations thereof, to the extent that any Software is within the scope of the claims of such patent or patent application.
- o. **"Excluded Domain Names"** means the registered domain names identified on Schedule F attached hereto.
- p. **"Field"** means Public Records Services provided to (i) Governmental Agencies and (ii) any systems integrator, contractor, or outsourcer accessing content or services for the purpose of servicing any Governmental Agency.
- q. **"Intellectual Property"** means any or all of the following and all rights arising out of or associated therewith: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing (exclusive, however, of all databases and data collections and all rights therein); (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (f) all moral and economic rights of authors and inventors, however denominated; and (g) any similar or equivalent rights to any of the foregoing; provided, however, that except with respect to Seller Data, Intellectual Property does not include rights in and to data or content used or distributed in connection with the Software.
- r. **"iXv Agreement"** means that certain OEM Partnership Agreement, dated June 6, 2008, by and between i2, Inc. and the Seller.
- s. **"Public Records Services"** means an integrated solution utilizing multiple sources of data and search, retrieval, linking, and reporting analytics concerning individuals, businesses or other organizations, and property.

t. **"Seller AutoTrackXP Derivative Works"** means any AutoTrackXP Derivative Works created by or on behalf of Seller or its Affiliates.

u. **"Seller Data"** means (i) the data and content identified on Schedule G as existing on the Effective Date ("Data"), (ii) updates to the Data provided by Seller to Buyer pursuant to the Transition Services Agreement during the term thereof, and (iii) any Intellectual Property rights therein.

v. **"Software"** means the AutoTrackXP Software and the CLEAR User Interface.

w. **"Third Party"** means any Person other than a Party or an Affiliate of a Party.

x. **"Trademarks"** means the trademarks, including the trademark registrations and applications therefore, identified on Schedule H attached hereto.

y. **"Trademark Term"** means two (2) years from the Effective Date.

2. **SOFTWARE OWNERSHIP; FURTHER ASSURANCES.**

a. Seller hereby conveys a joint ownership interest in Seller's right, title, and interest in and to the AutoTrackXP Software and the AutoTrackXP Intellectual Property to Buyer, thereby making each Party a joint owner of the AutoTrackXP Software and the AutoTrackXP Intellectual Property, where each Party owns an undivided and equal right, title, and interest, as of the Effective Date, in the AutoTrackXP Software and the AutoTrackXP Intellectual Property.

b. Seller hereby conveys, as of the Effective Date, all of Seller's right, title, and interest in and to the CLEAR User Interface and the CLEAR User Interface Intellectual Property to Buyer, including without limitation the original works of authorship therein and Seller's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.

c. Seller agrees that upon Buyer's written request, it will execute and deliver to Buyer any documents necessary to complete the timely transfer to Buyer of, and to perfect Buyer's interest in, the right, title, and interest granted herein with respect to the AutoTrackXP Intellectual Property and the CLEAR User Interface Intellectual Property.

d. As of the Effective Date, each Party shall exclusively own all right, title, and interest in and to any AutoTrackXP Derivative Works (including any Intellectual Property therein) created by or on behalf of that Party or its Affiliates.

3. **SOFTWARE RIGHT TO PRACTICE.**

a. Buyer hereby agrees that, as of the Effective Date, (1) Buyer will limit Buyer's and its Affiliates' use and commercial exploitation of the AutoTrackXP Software (whether or not used in conjunction with the CLEAR User Interface), any Buyer AutoTrackXP Derivative Works, and the AutoTrackXP Intellectual Property to the Field,

and (2) Buyer will not sell, assign, license, or otherwise transfer the AutoTrackXP Software, any AutoTrackXP Derivative Works, or the AutoTrackXP Intellectual Property to an Affiliate or a Third Party for use or exploitation outside the Field (whether or not used in conjunction with the CLEAR User Interface). Buyer and its Affiliates may use for their own benefit and may commercially exploit the AutoTrackXP Software, any Buyer AutoTrackXP Derivative Works, and the AutoTrackXP Intellectual Property in any manner in the Field, without any obligation, accounting, or payment of any fee to Seller. Buyer and its Affiliates may exploit business opportunities outside the Field as long as they do not, in connection therewith, use the AutoTrackXP Software or any AutoTrackXP Derivative Works, without any obligation, accounting, or payment of any fee to Seller.

b. Seller hereby agrees that, as of the Effective Date, (1) Seller will limit Seller's and its Affiliates' use and commercial exploitation of the AutoTrackXP Software, any Seller AutoTrackXP Derivative Works, and the AutoTrackXP Intellectual Property to outside the Field, and (2) Seller will not sell, assign, license, or otherwise transfer the AutoTrackXP Software, any Seller AutoTrackXP Derivative Works, or the AutoTrackXP Intellectual Property to an Affiliate or a Third Party for use or exploitation in the Field. Seller and its Affiliates may use for their own benefit and may commercially exploit the AutoTrackXP Software, any Seller AutoTrackXP Derivative Works, and the AutoTrackXP Intellectual Property in any manner outside the Field, without any obligation, accounting, or payment of any fee to Buyer. Seller and its Affiliates may exploit business opportunities in the Field as long as they do not, in connection therewith, use the AutoTrackXP Software or any AutoTrackXP Derivative Works, without any obligation, accounting, or payment of any fee to Buyer. Seller shall not (i) use or commercially exploit, either directly or indirectly, the CLEAR User Interface, (ii) prepare or distribute derivative works of the CLEAR User Interface, or (iii) develop any product, directly or indirectly, either whole or in part, through the reverse engineering of the CLEAR User Interface.

c. For the purposes of clarity, each Party and its Affiliates may use Authorized Products in the Field or outside the Field without restriction.

d. As of the Effective Date, except in conjunction with an action authorized by Sections 3.a, 3.b, or 14.a of this Agreement, each Party, for itself and on behalf of its Affiliates, shall hold the source code of the AutoTrackXP Software and any AutoTrackXP Derivative Works in confidence, using the same or greater degree of care it uses with its own similarly sensitive information (but in no event less than a reasonable degree of care), and neither Party shall disclose or permit access to such source code to any Affiliate or any Third Party without the other Party's prior written consent.

e. As of the Effective Date, notwithstanding Sections 3.a and 3.b of this Agreement, neither Party shall modify or distribute the AutoTrackXP Software or any AutoTrackXP Derivative Works, in a manner such that any part of it becomes subject to the GNU General Public License or Lesser General Public License, or any similar license commonly called an "open source" license requiring or conditioning the distribution of the AutoTrackXP Software or any AutoTrackXP Derivative Works on (A) the disclosure,

licensing, or distribution of any source code for any portion of the AutoTrackXP Software or any AutoTrackXP Derivative Works, (B) the licensing of the AutoTrackXP Software or any AutoTrackXP Derivative Works for the purpose of making derivative works, or (C) the distribution of the AutoTrackXP Software or any AutoTrackXP Derivative Works.

4. OTHER LICENSES & AGREEMENTS.

- a. Parent hereby grants, and shall cause its Affiliates to grant, as of the Effective Date, a non-exclusive, royalty free, perpetual, transferable (as specified in Section 14.a of this Agreement), worldwide right and license under all Essential Parent Patents to Buyer and its Affiliates to make, use, sell, offer to sell, and import (i) in the Field the AutoTrackXP Software and Buyer AutoTrackXP Derivative Works, and (ii) the CLEAR User Interface, in each case including any services associated therewith and any natural extensions or evolutions thereof.
- b. Buyer hereby agrees and covenants that Buyer and its Affiliates will not bring an action against Seller or its Affiliates alleging that a product created by or on behalf of Seller or its Affiliates infringes any Intellectual Property that (i) was conceived and documented on or prior to the Effective Date, and (ii) was created by an Employee that is employed by the Buyer, the Purchaser, or any of their Affiliates before, on, or after the Effective Date.
- c. Seller hereby grants, and shall cause its Affiliates to grant, as of the Effective Date, a non-exclusive, royalty free, perpetual, transferable (as specified in Section 14.a of this Agreement), right and license to Buyer to use, display, reproduce, market, distribute and prepare derivative works of the Seller Data in the Field and only in the United States of America (i) in connection with the AutoTrackXP Software and any Buyer AutoTrackXP Derivative Works and (ii) in connection with the CLEAR User Interface.
- d. Seller will use its reasonable best efforts, and will cooperate with Buyer, to obtain prior to the Effective Date any necessary consents and waivers, required to assign, or sublicense, to Buyer its rights under the iXv Agreement. In the event such consents or waivers are not obtained prior to the Effective Date, the Seller will continue to use its reasonable best efforts to obtain the relevant consents or waivers until such consents or waivers are obtained. The Seller will cooperate with Buyer in any lawful, contractually permitted and economically feasible arrangement to provide that the Buyer will receive the benefits under the iXv Agreement; provided that after the expiration of the Term of the Transition Services Agreement, the Buyer will undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefit after the expiration of the Term of the Transition Services Agreement to the extent the Buyer would have been responsible therefor if such consents or waivers had been obtained or such waiting periods had expired or had been terminated.

5. INTELLECTUAL PROPERTY PROSECUTION AND ENFORCEMENT.

a. As of the Effective Date, Buyer shall have the exclusive right (but not the obligation) to begin an action for infringement or misappropriation regarding any of the AutoTrackXP Intellectual Property (an "Individual Action") in the Field. Seller shall have the exclusive right (but not the obligation) to begin an Individual Action outside the Field. Each Party shall notify the other Party in writing prior to beginning an Individual Action. The Party beginning such Individual Action shall bear all the expense of, and shall be entitled to retain all monies received from, such Individual Action. Upon the reasonable request of the Party pursuing an Individual Action, the Party not involved in such Individual Action shall provide reasonable assistance and cooperation (including but not limited to joining as a necessary and indispensable party if so required), reimbursed on a time and materials basis, to the Party pursuing such Individual Action.

b. As of the Effective Date, each Party shall promptly notify the other Party of any claim brought against such Party or its Affiliates that is related to the AutoTrackXP Software or the AutoTrackXP Intellectual Property.

c. As of the Effective Date, each Party shall have the right (but not the obligation), at its expense, to prosecute applications for patents and applications for registrations of other Intellectual Property rights pertaining to AutoTrackXP Derivative Works and created by or on behalf of such Party or its Affiliates. Each Party shall notify the other Party in writing promptly after the filing of any applications and the granting of any patents or registrations pertaining to any AutoTrackXP Derivative Works created by or on behalf of such Party or its Affiliates. The Party that prosecutes such patents or registrations shall have the right (but not the obligation) to maintain such patents or registrations at its expense.

6. TRADEMARK AND DOMAIN NAME ASSIGNMENT; FURTHER ASSURANCES.

a. Seller assigns, transfers, and conveys to Buyer, its successors, assigns, and legal representatives, as of the Effective Date, all of Seller's right, title, and interest in and to the Trademarks and the Domain Names, including the registrations and registration applications therefore and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including without limitation Seller's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances. For the purposes of clarity, the Excluded Domain Names are not being transferred to Buyer, and Seller retains all right, title, and interest in and to the Excluded Domain Names.

b. Seller agrees that upon Buyer's written request, it will execute and deliver to Buyer any documents necessary to complete the timely transfer to Buyer of, and to perfect Buyer's interest in, the Trademarks and the Domain Names, including the Trademark and Domain Name Assignment Agreement set forth on Schedule I.

7. TRADEMARK LICENSE.

a. Buyer hereby grants to Seller, as of the Effective Date, an exclusive (even as to Buyer), transferable (as specified in Section 14.a of this Agreement), royalty-free, irrevocable, worldwide right and license to use the AutoTrackXP Trademarks outside the Field for the Trademark Term, including the right to grant sublicenses.

b. As of the Effective Date, Buyer and Seller expressly agree that all proprietary rights, title, interest, and control of the AutoTrackXP Trademarks, including any goodwill or other value generated in connection with the use of the AutoTrackXP Trademarks, are and shall at all times be solely owned by Buyer and shall inure to the benefit of and be on behalf of Buyer.

c. As of the Effective Date, Seller agrees to maintain a quality for goods and services sold or provided under the AutoTrackXP Trademarks commensurate with reasonable business practice. All services offered and provided under the AutoTrackXP Trademarks shall be produced with, and the quality of all services shall be consistent with, the standards of quality associated with Seller as of the Effective Date. To the extent that the Seller's services are marketed utilizing the AutoTrackXP Trademarks, such services shall not, in any material respect, reflect adversely upon the good name of Buyer (or its licensors) or upon the goodwill and reputation associated with the AutoTrackXP Trademarks. Notwithstanding the foregoing, to the extent that the Seller has services that may be marketed in the Field, Seller may refer to the AutoTrackXP Trademarks in a manner consistent with principles of fair use, even if such use is intended to compare, contrast, or otherwise reflect adversely upon Buyer's services marketed under the AutoTrackXP Trademarks. Upon notice from Buyer that Buyer has a good faith belief that Seller's usage or display of the AutoTrackXP Trademarks does not meet Seller's obligations hereunder, Seller agrees that it will take such measures as reasonably necessary to conform its usage or display to meet the quality standards of this paragraph.

8. TRADEMARK AND DOMAIN NAME RIGHT TO PRACTICE.

a. As of the Effective Date, based on the exclusive license of the AutoTrackXP Trademarks to Seller provided herein, (1) Buyer will limit its use and commercial exploitation of the AutoTrackXP Trademarks and the Domain Names to the Field during the Trademark Term, (2) Buyer will not use or commercially exploit the AutoTrackXP Trademarks or the Domain Names in any manner except in the Field during the Trademark Term, and (3) Buyer will not sell, assign, license, or otherwise transfer the AutoTrackXP Trademarks or the Domain Names to an Affiliate or a Third Party for use or exploitation outside the Field during the Trademark Term. For the purposes of clarity, after the Trademark Term, Buyer will not have any restrictions on its use of the AutoTrackXP Trademarks or the Domain Names.

b. As of the Effective Date, Buyer and its Affiliates may use for their own benefit and may commercially exploit the AutoTrackXP Trademarks and the Domain Names in any manner in the Field, without any obligation, accounting, or payment of any fee to

Seller. During the Trademark Term, Buyer and its Affiliates may exploit business opportunities outside the Field as long as they do not, in connection therewith, use the AutoTrackXP Trademarks or the Domain Names.

c. As of the Effective Date, Seller and its Affiliates may use for their own benefit and may commercially exploit the AutoTrackXP Trademarks in any manner outside the Field during the Trademark Term, including but not limited to sub-licensing the AutoTrackXP Trademarks to Third Parties for use or commercial exploitation outside the Field during the Trademark Term, without any obligation, accounting, or payment of any fee to Purchaser or to Buyer. Seller and its Affiliates may exploit business opportunities in the Field during the Trademark Term as long as they do not, in connection therewith, use the AutoTrackXP Trademarks. Seller may not use the Domain Names.

9. TRADEMARK ENFORCEMENT.

a. During the Trademark Term, while and as long as its license to the AutoTrackXP Trademarks under this Agreement remains exclusive, Seller is empowered but not obligated:

- (i) To bring suit in its own name, or if required by law, jointly with Buyer, at its own expense and on its own behalf, for infringement of the AutoTrackXP Trademarks outside the Field;
- (ii) In any such suit to enjoin infringement and to collect for its use damages, profits, and awards of whatever nature recoverable for such infringement, without any obligation, accounting, or payment of any fee to Seller; and
- (iii) To settle any claim or suit for infringement of the AutoTrackXP Trademarks outside the Field by granting the infringing party a sublicense under the AutoTrackXP Trademarks according to the terms of this Agreement.

Seller shall notify Purchaser and Buyer in writing prior to beginning any suit specified in this Section 9.a.

b. During the Trademark Term, Buyer in its own name, or jointly with Seller if required by law, will bring and will diligently prosecute, at its own expense, such suits for infringement of the AutoTrackXP Trademarks in the Field as may be reasonably necessary to prevent unlicensed infringers from materially injuring the business of Seller under the AutoTrackXP Trademarks, and Buyer shall be entitled to retain all monies received from such suits. Purchaser and Buyer shall notify Seller in writing prior to beginning any suit specified in this Section 9.b.

c. During the Trademark Term, upon the reasonable request of the Party pursuing any action described in Sections 9.a and 9.b of this Agreement, the Party not involved in such action shall provide reasonable assistance and cooperation (including but not limited to joining as a necessary and indispensable party if so required), reimbursed on a time and materials basis, to the Party pursuing such action.

d. Each Party shall promptly notify the other Party of any claim brought against such Party or its Affiliates that is related to the AutoTrackXP Trademarks or the Domain Names.

10. AUDIT.

As of the Effective Date, each Party agrees to keep true and accurate records and files containing all the data reasonably required for verifying the respective Party's marketing and use of the AutoTrackXP Software and the AutoTrackXP Trademarks with respect to the Field to confirm that the respective Party is operating in accordance with the rights to practice set forth in Sections 3 and 8 of this Agreement. If a Party ("the Requesting Party") receives information indicating the other Party ("the Providing Party") has breached any of the restrictions set forth in Sections 3 or 8 of this Agreement, the Requesting Party may provide written notice to the Providing Party identifying the information indicating a breach. The Providing Party shall provide a written response within ten (10) days of receiving the written response providing (1) an explanation for such breach and (2) assurances that to the extent there have been any breaches, the breaching conduct shall cease immediately. If the Providing Party fails to provide the written response within ten (10) days of receiving the written notice, the Providing Party further agrees to permit its files and records to be examined to the extent necessary to verify whether any breaches have occurred, such examination to be made at the expense of the Requesting Party by any auditor appointed by the Requesting Party and acceptable to both Parties; provided that only operations conducted by a Party within the two (2) year period immediately preceding the start of the audit, and their supporting records and files, shall be subject to audit. The auditor's results presented to the Requesting Party shall not include any proprietary or confidential information, including the identity of customers, of the Providing Party being audited. The audit rights provided in this Section 10 shall terminate with the termination of the Transition Services Agreement.

11. DEFENSE OF INTELLECTUAL PROPERTY RIGHTS.

a. As of the Effective Date, Seller, Purchaser and Buyer shall cooperate in and equally share the expense and rewards of any civil litigation action required to defend any interest in the AutoTrackXP Software outside the Field or, during the Trademark Term, the AutoTrackXP Trademarks outside the Field. Seller may decide in its sole discretion whether to defend against any such civil litigation action. If Seller decides to defend against any such civil litigation action, then Seller shall control such defense using counsel of its own choosing, which counsel shall be reasonably satisfactory to Buyer. Purchaser's and Buyer's obligation to share the expense of any such civil litigation action expires two (2) years after the Effective Date. If Seller decides not to defend any such civil litigation action, then Buyer may defend such civil litigation action at its own expense, without any accounting to Seller.

b. As of the Effective Date, Purchaser and Buyer shall bear the expense and receive the rewards of any civil litigation action required to defend any interest in the AutoTrackXP Software in the Field, the AutoTrackXP Trademarks in the Field, or, after the Trademark Term, the AutoTrackXP Trademarks outside the Field. Purchaser and

Buyer may decide in its sole discretion whether to defend against any such civil litigation action. If Purchaser and Buyer decide to defend against any such civil litigation action, then Buyer shall control such defense using counsel of its own choosing. If Purchaser and Buyer decide not to defend any such civil litigation action, then Seller may defend such civil litigation action related to the AutoTrackXP Software or, during the Trademark Term, the AutoTrackXP Trademarks at its own expense, without any accounting to Purchaser or Buyer.

12. INDEMNITY.

a. As of the Effective Date, Purchaser and Buyer shall, jointly and severally, indemnify, defend, and hold harmless Seller and its Affiliates, successors, and assigns from, against, and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines, judgments, and damages incurred by Seller, whenever arising or incurred, (including but not limited to amounts paid in settlement, costs of investigation, and reasonable attorneys' and accountants' fees and expenses) arising out of or relating to:

- (i) Purchaser's and Buyer's breach of this Agreement or any provision hereof; or
- (ii) Any Third Party claim based on Purchaser's or Buyer's use or licensing of the Software or any Derivative Works created by or on behalf of Purchaser or Buyer, the Trademarks, or the Domain Names; provided, however, that in no event shall Purchaser or Buyer indemnify, defend, or hold harmless Seller or its Affiliates against Third Party claims arising out of or relating to Buyer or Seller's actions or omissions prior to the Effective Date.

b. As of the Effective Date, Seller (subject to the Parent guarantee set forth in the Purchase Agreement) shall indemnify, defend, and hold harmless Purchaser, Buyer and its Affiliates, successors, and assigns from, against, and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines, judgments, and damages incurred by Purchaser or Buyer, whenever arising or incurred, (including but not limited to amounts paid in settlement, costs of investigation, and reasonable attorneys' and accountants' fees and expenses) arising out of or relating to:

- (i) Seller's breach of this Agreement or any provision hereof; or
- (ii) Any Third Party claim based on Seller's use or licensing of the AutoTrackXP Software or any AutoTrackXP Derivative Works created by or on behalf of Seller, or the Trademarks; provided, however, that in no event shall Seller indemnify, defend, or hold harmless Purchaser, Buyer, or their Affiliates against Third Party claims arising out of or relating to Buyer or Seller's actions or omissions prior to the Effective Date.

c. No Party shall be required to indemnify any Person for special, exemplary, or consequential damages, including loss of profit or revenue or any multiple of reduced cash flow.

13. TERM AND TERMINATION.

The term of this Agreement shall be perpetual; provided, however, that this Agreement shall terminate upon the termination of the Purchase Agreement. If a Party commits a breach of this Agreement, the other Party may seek damages or injunctive or other equitable relief to prevent further breach by the breaching Party; provided, however, that neither Party shall, under any circumstances, seek to or be entitled to terminate this Agreement.

14. MISCELLANEOUS.

a. Assignment.

- (i) Neither Party may assign or transfer a portion of its right, title, license, or interest in or to the AutoTrackXP Software, any AutoTrackXP Derivative Works, the Trademarks, the Domain Names, the AutoTrackXP Intellectual Property, or this Agreement to a Third Party without the prior written consent of the other Party.
- (ii) Buyer's ownership of the CLEAR User Interface is not restricted by this Section 14.a, and Buyer may freely assign or transfer any portion of its right, title, or interest in and to the CLEAR User Interface.
- (iii) For purposes of clarity, products that are not AutoTrackXP Derivative Works are not restricted by this Section 14.a, and each Party may freely assign or transfer any portion of its right, title, or interest in and to any such products created by or on behalf of that Party or its Affiliates.
- (iv) Either Party may, without the consent of the other Party, assign or transfer, together with this Agreement, its entire right, title, license, and interest in or to the AutoTrackXP Software, any AutoTrackXP Derivative Works created by or on behalf of that Party, the AutoTrackXP Intellectual Property, the AutoTrackXP Trademarks, and the Domain Names, (i) to an Affiliate of the assigning Party, (ii) to a Third Party that purchases (in any form of transaction, including a change in control) all or substantially all of the assigning Party's assets related to the development and licensing of the AutoTrackXP Software, or the business corresponding to the use of the AutoTrackXP Software and the AutoTrackXP Trademarks, and (iii) to a lender as collateral security, provided that the entity receiving such assignment or transfer agrees to be bound by and to comply with the terms of this Agreement and the assigning or transferring Party provides prompt notice to the other Party of such assignment or transfer.
- (v) Any assignment or transfer in violation of this Section 14.a shall be void.
- (vi) This Agreement will be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

b. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing by the Parties.

c. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the state of New York, without reference to New York choice of law rules.

d. Notices. All notices, communications and deliveries hereunder shall be made in writing signed by the Party making the same, shall specify the section hereunder pursuant to which it is given or being made, and shall be delivered personally or sent by registered or certified mail or by any express mail or courier delivery service (with postage and other fees prepaid) as follows:

If to Seller: ChoicePoint Services Inc.
Attn: General Counsel
1000 Alderman Drive
Alpharetta, GA 30005

with copy to: Reed Elsevier Inc.
125 Park Avenue, 23rd Floor
New York, New York 10017
Attention: Henry Z. Horbaczewski

and: LexisNexis, a division of Reed Elsevier Inc.
125 Park Avenue, 23rd Floor
New York, New York 10017
Attention: Chief Legal Officer

If to Buyer: ChoicePoint Government Services LLC
1000 Alderman Drive
Alpharetta, Georgia 30005
Attn: General Counsel

with copy to: Thomson Reuters (Legal) Inc.
Thomson Reuters North American Legal
610 Opperman Drive
Eagan, Minnesota 55123
Attn: Jack Dougan

If to Purchaser: Thomson Reuters North American Legal
610 Opperman Drive
Eagan, Minnesota 55123
Attn: Jack Dougan

with a copy to: Thomson Reuters North American Legal

610 Opperman Drive
Eagan, Minnesota 55123
Attn: Edward A. Friedland

- e. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the Parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.
- f. No Waiver. Neither the waiver by either Party of a breach of or a default under any of the provisions of this Agreement, nor the failure of a Party, on one or more occasions, to enforce any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach or default of a similar nature.
- g. Counterparts. For the convenience of the Parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- h. Limitation of Liability. In no event shall any Party be liable, under the indemnification provisions hereof or otherwise, under any theory of tort, contract, strict liability or other legal or equitable theory, for any lost profits or exemplary, punitive, special, incidental, indirect, or consequential damages (except to the extent that a Third Party has recovered such damages and the Indemnified Party is otherwise entitled to indemnification hereunder with respect thereto), each of which is hereby excluded by agreement of the Parties regardless of whether or not a Party has been advised of the possibility of such damages.
- i. Further Assurance. Each Party shall provide to the other Party, at the other Party's request, reasonable assistance and cooperation (including but not limited to the execution and delivery of affidavits, declarations, oaths, assignments, samples, exhibits, specimens and any other documentation), reimbursed on a time and materials basis, as necessary to effect the terms and conditions of this Agreement.
- j. Consent. Unless otherwise set forth herein, with respect to any consent of a Party required under this Agreement, such consent shall not be unreasonably withheld, delayed, or conditioned.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the Effective Date set forth above.

CHOICEPOINT SERVICES INC.

By: [Signature]

Name: David T. Lee

Title: CEO

Date: _____

CHOICEPOINT GOVERNMENT SERVICES
LLC

By: [Signature]

Name: David T. Lee

Title: President & CEO

Date: _____

THOMSON REUTERS (LEGAL) INC.

By: _____

Name: _____

Title: _____

Date: _____

REED ELSEVIER INC.

By: _____

Name: Andy Prozes

Title: Vice Chair

Date: _____

TRADEMARK

REEL: 003997 FRAME: 0521

IN WITNESS WHEREOF, the undersigned have executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the Effective Date set forth above.

CHOICEPOINT SERVICES INC.

CHOICEPOINT GOVERNMENT SERVICES
LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THOMSON REUTERS (LEGAL) INC.

REED ELSEVIER INC.

By: Bob Prozes

By: _____

Name: _____

Name: Andy Prozes

Title: _____

Title: Vice Chair

Date: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the Effective Date set forth above.

CHOICEPOINT SERVICES INC.

By: _____

Name: _____

Title: _____

Date: _____

CHOICEPOINT GOVERNMENT SERVICES
LLC

By: _____

Name: _____

Title: _____

Date: _____

THOMSON REUTERS (LEGAL) INC.

By: _____

Name: _____

Title: _____

Date: _____

REED ELSEVIER INC.

By: _____ 

Name: Andy Prozes

Title: Vice Chair

Date: _____

Schedule A to the Trademark And Domain Name Assignment Agreement

Trademarks

	Mark	App. No. Filing Date	Reg. No. Reg. Date	Class
1.	AUTOTRACK	75434782 Feb. 17, 1998	2443654 April 17, 2001	IC 042 US 100 101
2.	CLEAR	77265385 August 27, 2007		IC 042 US 100 101
3.	AUTOTRACKXP	75684521 April 16, 1999	2391187 October 3, 2000	IC 042 US 100 101
4.	DRIVERS OF THE NATION	75145147 August 5, 1996	2046847 March 18, 1997	IC 042 US 100 101
5.	FACES OF THE NATION	75099279 May 6, 1996	2073632 June 24, 1997	IC 042 US 100 101
6.	VEHICLES OF THE NATION	75145148 August 5, 1996	2048495 March 25, 1997	IC 042 US 100 101