## 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
First Advantage Corporation		06/30/2008	CORPORATION: DELAWARE
Credit Management Solutions, Inc.		06/30/2008	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	CMSI Group, Inc.	
Street Address:	3671-B Robert Fulton Drive	
City:	Columbia	
State/Country:	MARYLAND	
Postal Code:	21046	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2743194	ORIGENATE

### **CORRESPONDENCE DATA**

Fax Number: (813)229-1660

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

Phone: 813-229-7600

Email: mrichter@slk-law.com

Correspondent Name: Mindi M. Richter

Address Line 1: 101 E. Kennedy Boulevard, Suite 2800

Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:	Mindi M. Richter
Signature:	/Mindi M. Richter/
Date:	09/28/2009

Total Attachments: 6

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# Exhibit B INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment of Intellectual Property (this "Assignment"), is made and entered into effective June 30, 2008 by First Advantage Corporation and Credit Management Solutions, Inc, each a Delaware Corporation ("Sellers") (each, an "Assignor" and collectively, the "Assignors").

WHEREAS, Sellers, CMSI Group Inc., a Delaware Corporation (the "Assignee") and certain other parties have entered into an Asset Purchase Agreement dated June 30, 2008 (the "Purchase Agreement") under which the parties thereto have agreed that Assignee should acquire from the Assignors all of their Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to acquire the Assigned Intellectual Property (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the conveyances of the Intellectual Property contemplated by the Purchase Agreement, and intending to be legally bound, and notwithstanding that the conveyance of certain of the Assigned Intellectual Property Rights may be confirmed by separate and specific documents for recordation purposes, Assignors hereby agree as follows and take the actions set forth below:

1. <u>Definitions</u>. As used in this Assignment, the following terms have the following meanings unless the context otherwise requires.

"Intellectual Property" shall mean domestic and foreign: (i) patents and patent applications; (ii) registered and unregistered trademarks, service marks and other indicia of origin, pending trademark and service mark applications, and intent-to-use applications or similar reservations of marks; (iii) registered copyrights and mask works, applications for registration of either, and materials eligible for copyright or mask work registration; (iv) internet domain names, applications and reservations therefore, uniform resource locators ("URLs") and the corresponding Internet sites (including any content and other materials accessible and/or displayed thereon, collectively, the "Sites"); (v) trade secrets, confidential and proprietary information not otherwise listed in (i) - (iv) above, including, without limitation, unpatented inventions, invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, mask works, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded, or unrecorded; and (vi) any goodwill associated with any of the foregoing.

"Company Intellectual Property" shall mean all Intellectual Property (i) owned by the Sellers or any of their Subsidiaries.

"Assigned Intellectual Property" shall mean all of the Company Intellectual Property being assigned to Assignee by Assignors, pursuant to the terms of this Assignment.

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Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

- l. Assignment. Assignors do hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Assigned Intellectual Property, as set forth on Exhibit A hereto, to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Assigned Intellectual Property, and (ii) the right to sue for and collect any damages for the use and benefit of Assignee's successors, assigns, designees, nominees and other legal representatives.
- 2. <u>Further Assurances.</u> As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignors agree to assist the Assignee, or its successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration other than the reimbursement of their direct costs, in the Assignee's actions to (i) record and perfect the assignment of the Assigned Intellectual Property as set forth above and (ii) secure any of the Assignee's rights in the Assigned Intellectual Property, including, the execution and delivery of all oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.
- 3. <u>Authorization</u>. If applicable, Assignors hereby authorize and request the United States Patent and Trademark Office, the United States Register of Copyrights and all other applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights to issue or register as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.
- 4. <u>Copies of Files</u>. Assignors agree to send copies of all files, including but not limited to certificates of registration and letters patents, of the Assigned Intellectual Property to Assignee or its designated attorneys within a commercially reasonable time after Closing.
- 5. <u>Conflicts.</u> If applicable, in the event of a conflict between the terms of this Assignment and any agreement entered into or other document filed for the purposes of recording the assignments contemplated herein with applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights (such agreement or document, the "<u>Local Filing</u>"), the provisions of this Assignment shall control and prevail. Any such Local Filing is merely for recording the assignments contemplated herein and does not alter, modify or supersede the terms and conditions of this Assignment. Notwithstanding the foregoing, to the extent any provision of any Local Filing conflicts with this Assignment and is required to effectuate the recording of the Local Filing under the laws of the jurisdiction where the Local Filing is to be recorded, such conflicting provision shall control and prevail for the purposes of recording the Local Filing in the applicable jurisdiction.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

First Advantage Corporation

BY: Juli el ale	
NAME: Julie A. Waters	
TITLE: Vice-President and General Counsel	
CMSI Group Ipc	
BY: James & Sefrancesco	
NAME: JAMES /R. DEFRANCE	SCO ,
TITLE: DIRECTOR	,
STATE OF FLORIDA )  COUNTY OF PUBLICA )	
Subscribed and sworn before me on this 24 day of Jun	, 200A by Jule - welow.
as Via Privat A	denter Corp.
SEAL (	(Notary Public)
My Commission Expires:///	Notary Public State of Florida Dana L Morris My Commission DD737455 Expires 11/27/2011

Exhibit A to Intellectual Property Assignment attached as Exhibit B to the Asset Purchase Agreement between First Advantage Corporation and CMSI Group, Inc.

# Patents and Patent Applications

PATENT		STATUS	REGISTRAN	COUNTRY
CREDITREVUE	<ul> <li>filing date:</li> </ul>	6/12/98	CMSI	USA
2000	<ul> <li>Patent No.</li> </ul>	6,505,176 B2		
EVALUATE	<ul> <li>filing date:</li> </ul>	6/24/99	CMSI	USA.
		al application)		
		ı # 60/140,697	•	
	_	6/23/00 (full		
	application	1)		
EVALUATE	<ul> <li>filing date:</li> </ul>		CMSI	Canada
	<ul> <li>application</li> </ul>	# 2,312,641		

## Copyrights and copyright applications

	STATUS	REGISTRANT	COUNTRY
WORK			-
CREDITREVUE	Registered	\ \	USA
	• registration date: 12/27/99	The First American	
	• registration # TX5-027-977	Corporation)	

### Trademarks and trademark applications

Mark	STATUS	REGISTRANT	COUNTRY
CREDITREVUE	Filed  • filing date: 1/10/00  • application #1 044 775	CMSI (assigned to The First American Corporation)	Canada
CREDITREVUE	Registered     filing date: 8/20/99     registration date: 8/7/01     registration # 2,475,041	CMSI (assigned to The First American Corporation)	USA
Credit Revue	Common law		
EVALUATE	Registered filing date: 3/1/00 registration date: 2/24/04 registration # 2,817,712	CMSI (assigned to The First American Corporation)	USA
e√aluate	Filed registration date:10/29/03 registration # 2,643,613	CMSI (assigned to The First American Corporation)	USA

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Mark	STATUS	REGISTRANT	COUNTRY
INCredit	Registered     filing date: 10/14/94     registration date: 10/3/95     registration # 1,923,494 Filed     filing date: 11/15/01     serial #76/337884	CMSI (assigned to The First American Corporation)	USA
ORIGENATE	Registered     filing date: 12/7/00     registration date: 7/29/03     registration # 2,743,194	CMSI (assigned to The First American Corporation)	USA

DOMAIN NAMES
cmsinc.com (www.cmsinc.com)
cmsinc.info
cmsinc.biz
cmsi.biz
cmsi.info
creditrevue.com
creditrevue.net
creditrevue.org
creditrevue.us
creditrevue.info
creditrevue.biz
origenate.com
origenate.info
origenate.us
origenate.net
origenate.org

# Corporate and Business Names:

Credit Management Solutions, Inc. CMSI Credit Services, Inc.

Brand Names

CreditRevue

CreditRevue 2000

eValuate

Origenate

All other intellectual property, if any, identified on Schedule 1 to the Asset Purchase Agreement

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Schedule I - CMSI Asset Purchase Agreement

Seller and Buyer acknowledge and agree that there are certain limited assets of Company that will remain with Buyer after the completion of the Asset Purchase Agreement. Specifically, these assets include Excluded Assets and any assets that are directly associated with CreditReport Plus (CRP), Lead+, and IDVerification/DealerPortal, and the product name DecisionSuite. In the event of any discrepancy between the Items in this Schedule and the Balance Sheet, Seller and Buyer agree that CRP, Lead+, IDVerification/Dealer Portal remain the asset of Seller.

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**RECORDED: 09/28/2009**