## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trans Union LLC		106/15/2010 I	LIMITED LIABILITY COMPANY: DELAWARE

### RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
Internal Address:	NYC60-0208, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	New York banking corporation: NEW YORK

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3470035	ACHIEVE MORE
Registration Number:	3775049	CREDIT DYNAMICS 360
Registration Number:	0918250	CRONUS
Registration Number:	2013591	DATAKEY
Registration Number:	1668059	EMPIRICA
Registration Number:	2813840	EXPRESSCHECK
Registration Number:	1772562	FACT
Registration Number:	2886836	FRAUD ID-TECT
Registration Number:	3350475	IDENTITY MANAGER VERIFICATION
Registration Number:	2843550	INSIGHT
Registration Number:	2855379	OFAC ADVISOR
Registration Number:	1637775	PEER
Registration Number:	2993940	PROSPECTS ON DEMAND

TRADEMARK

**REEL: 004227 FRAME: 0603** 900165029

Registration Number:	2723871	RENTBRIDGE
Registration Number:	1890662	REWARD
Registration Number:	2785684	Т
Registration Number:	2790484	Т
Registration Number:	2818884	Т
Registration Number:	1915406	THE SCORE REPORT
Registration Number:	1760773	TIE
Registration Number:	2748248	TOTAL ID
Registration Number:	0917889	TRANS UNION
Registration Number:	0924279	TRANS UNION
Registration Number:	2434108	TRANSRISK ACCOUNT MANAGEMENT
Registration Number:	2435802	TRANSRISK AUTO
Registration Number:	2445098	TRANSRISK NEW ACCOUNT
Registration Number:	3017029	TRANSUNION
Registration Number:	2719079	TRANSUNION
Registration Number:	2816209	TRANSUNION
Registration Number:	2816208	TRANSUNION
Registration Number:	3572992	TRANSUNION DIRECT
Registration Number:	1664360	WEB
Registration Number:	2827011	Т
Serial Number:	76698318	TREND DATA
Serial Number:	78917370	RENTBRIDGE
Serial Number:	76696993	DECISIONCENTRE

### CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 212-819-8437

Email: trademarkdocket@whitecase.com

Correspondent Name: Andrew Fessak
Address Line 1: White & Case LLP

Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0353
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/

REEL: 004227 FRAME: 0604

Date:	06/18/2010
Total Attachments: 6 source=1 - IP Security Agreement - Trans to s	Jnion LLC - Trademarks#page2.tif Jnion LLC - Trademarks#page3.tif Jnion LLC - Trademarks#page4.tif Jnion LLC - Trademarks#page5.tif

**EXECUTION VERSION** 

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency

of which are hereby acknowledged, Trans Union LLC, a Delaware limited liability company (the

"Grantor") with principal offices at 555 West Adams St., Chicago, IL 60661, hereby grants to

Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall

Street, NYC60-0208, 2nd Floor, New York, New York 10005-2858 (the "Grantee"), a

continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to

the United States trademarks, trademark registrations and trademark applications (the "Marks")

set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security

Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with

which the Marks are associated and (iv) all causes of action arising prior to or after the date

hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be

deemed granted hereunder in any "intent to use" trademark application for which a statement of

use has not been filed and accepted with the U.S. Patent and Trademark Office.

THIS GRANT is made to secure the payment of all the Secured Obligations of the

Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors

from time to time party thereto and the Grantee, dated as of June 15, 2010 (as amended,

modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the

occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall

execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security

interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to

the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect

NEWYORK 7690893 (2K)

Page 2

to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security

Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the

different parties hereto on separate counterparts, each of which when so executed and delivered

shall be an original, but all of which shall together constitute one and the same instrument. A set

of counterparts executed by all the parties hereto shall be lodged with the Borrower and the

Collateral Agent. Delivery of an executed counterpart of this Agreement by facsimile or

electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE

GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR

PROCEEDING ARISING HEREUNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO, IN EACH

CASE WHETHER NOW EXISTING OR HEREAFTER ARISING MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF

THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR, EACH

LENDER AND THE COLLATERAL AGENT HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE

AFORESAID COURTS. EACH GRANTOR, EACH LENDER AND THE COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE

OR BASED ON THE GROUNDS OF <u>FORUM NON CONVENIENS</u>, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN

SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR DELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES.

RELATING TO ANY LOAN DOCUMENTS IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN <u>SECTION 10.02</u> OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT

THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

[Remainder of this page intentionally left blank; signature page follows]

NEWYORK 7690893 (2K)

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the <u>15th</u> day of June, 2010.

TRANS UNION LLC, as Grantor

John W. Blenke

Executive Vice President, Corporate General Counsel and Secretary

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent and Grantee

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Director

Name

Title:

Erin Morrissey Vice President

Signature Page - Grant of Security Interest - Trademarks

Title	Elina Data	C44	Azaliantian/Panistantian
<u>Title</u>	Filing Date	Status	Application/ Registration No.
ACHIEVE MORE	3/2/2007	Registered	3470035
CREDIT DYNAMICS 360	8/12/2008	Registered	3775049
CRONUS	6/29/1970	Registered	0918250
DATAKEY	10/16/1995	Registered	2013591
DECISIONCENTRE	4/20/2009	Pending	76696993
EMPIRICA	2/23/1990	Registered	1668059
EXPRESSCHECK			
	6/24/2002	Registered	2813840
FACT	11/12/1991	Registered	1772562
FRAUD ID-TECT	5/24/2000	Registered	2886836
IDENTIFY MANAGER VERIFICATION	2/7/2006	Registered	3350475
INSIGHT	1/23/2002	Registered	2843550
OFAC ADVISOR	7/1/2002	Registered	2855379
PEER	3/23/1990	Registered	1637775
PROSPECTS ON DEMAND	6/28/2004	Registered	2993940
RENTBRIDGE	6/26/2006	Pending	78917370
RENTBRIDGE	6/27/2002	Registered	2723871
REWARD	9/15/1993	Registered	1890662
T DESIGN	6/27/2002	Registered	2785684
T DESIGN	6/27/2002	Registered	2790484
T DESIGN	6/27/2002	Registered	2818884
THE SCORE REPORT	6/15/1994	Registered	1915406
TIE	9/9/1991	Registered	1760773

NEWYORK 7690893 (2K)

TRADEMARK

REEL: 004227 FRAME: 0610

TOTAL ID	8/20/2001	Registered	2748248
TRANS UNION	7/15/1970	Registered	0917889
TRANS UNION	4/13/1970	Registered	0924279
TRANSRISK ACCOUNT MANAGEMENT	3/30/1999	Registered	2434108
TRANSRISK AUTO	3/30/1999	Registered	2435802
TRANSRISK NEW ACCOUNT	5/25/1999	Registered	2445098
TRANSUNION	8/26/2004	Registered	3017029
TRANSUNION	6/27/2002	Registered	2719079
TRANSUNION	6/27/2002	Registered	2816209
TRANSUNION	6/27/2002	Registered	2816208
TRANSUNION DIRECT	3/16/2007	Registered	3572992
TREND DATA	7/8/2009	Pending	76698318
WEB	3/23/1990	Registered	1664360
T DESIGN	6/27/2002	Registered	2827011

NEWYORK 7690893 (2K) (ii) **TRADEMARK** REEL: 004227 FRAME: 0611

**RECORDED: 06/18/2010**