

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/01/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craig Kessler		03/31/2004	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	e-backgroundchecks.com Acquisition, Inc.		
Street Address:	1475 Greenway, Suite 515		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2954861	US ONESEARCH	
CORRESPONDENCE DATA			
Fax Number:	(512)703-1250		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(512) 476-1400		
Email:	lmiller@dmtechlaw.com		
Correspondent Name:	Louise Miller		
Address Line 1:	P.O. Box 684908		
Address Line 4:	Austin, TEXAS 78768-4908		
ATTORNEY DOCKET NUMBER:	5989-00200		
NAME OF SUBMITTER:	Louise Miller		
Signature:	/louisekmiller/		

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**TRADEMARK
 REEL: 004537 FRAME: 0041**

Date:

05/09/2011

Total Attachments: 3

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Restatement of Trademark Assignment

THIS RESTATEMENT OF TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 31 day of August, 2010 (the "Effective Date") by Craig Kessler, a resident of the state of Texas ("ASSIGNOR"), to e-backgroundchecks.com, Acquisition, Inc, a Texas corporation ("ASSIGNEE").

RECITALS

WHEREAS, prior to April 1, 2004, ASSIGNOR was the owner of the service marks "BACKGROUNDCHECKS.COM" and "US ONESEARCH" (collectively, the "Marks"), including all United States trademark applications and registrations thereof (U.S. Registration Nos. 2,888,037 and 2,954,861, respectively), and together with the goodwill of the business symbolized thereby and appurtenant thereto;

WHEREAS, prior to April 1, 2004, ASSIGNOR was employed as president of BCC Management, Inc., as Texas Corporation and General Partner of e-backgroundchecks.com, L.P., a Texas Limited Partnership ("EBCLP"), and was also a limited partner of EBCLP, and had control and supervision of the business conducted by EBCLP (the "Business");

WHEREAS, prior to April 1, 2004, the Marks were used in connection with the Business and the services provided by EBCLP (the "Services"), under the supervision and control of ASSIGNOR;

WHEREAS, prior to April 1, 2004, the use of the Marks in connection with such Services occurred in accordance with a license granted by ASSIGNOR to EBCLP, and such use inured to the benefit of ASSIGNOR;

WHEREAS, as of March 31, 2004, ASSIGNOR, BCC Management, Inc. and EBCLP, (collectively, the "Sellers") amongst others, entered into a certain Asset Purchase Agreement. (the "Purchase Agreement"), under which all rights, titles and interests in the assets of the Business were transferred and assigned to ASSIGNEE, including but not limited to the Marks and all goodwill associated therewith;

WHEREAS, under the terms of the Purchase Agreement, as of the Closing Date of the Purchase Agreement (April 1, 2004), ASSIGNOR conveyed, transferred, and assigned to ASSIGNEE all of its right, title, and interest in and to the Marks in the United States of America, including all goodwill associated therewith, used or useful in the Business; and

WHEREAS, for the avoidance of doubt, ASSIGNOR desires to restate and confirm the assignment to ASSIGNEE of all right, title and interest in and to the Marks and the goodwill of the business symbolized thereby and appurtenant thereto;

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

RESTATEMENT AND ASSIGNMENT

1.1 ASSIGNOR confirms that, under the terms of the Purchase Agreement, effective as of the Closing Date of the Purchase Agreement, ASSIGNOR irrevocably conveyed, transferred, assigned, delivered, and contributed to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Marks, together with (i) U.S. Trademark Registration Nos. 2,888,037 and 2,954,861, (ii) the goodwill of the Business symbolized thereby and appurtenant thereto; (iii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements, misappropriations, and other unauthorized uses of the Marks; and (iv) all rights to sue for past, present, and future infringements, misappropriations, or other unauthorized uses of the Marks.

1.2 For the avoidance of any doubt that ASSIGNEE obtained all rights, titles and interests in and to the Marks as set forth above, ASSIGNOR irrevocably conveys, transfers, assigns, delivers and contributes to ASSIGNEE, *nunc pro tunc* effective as of the Closing Date of the Purchase Agreement, all of ASSIGNOR's right, title and interest in and to the Marks, together with (i) U.S. Trademark Registration Nos. 2,888,037 and 2,954,861, (ii) the goodwill of the Business symbolized thereby and appurtenant thereto; (iii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements, misappropriations, and other unauthorized uses of the Marks; and (iv) all rights to sue for past, present, and future infringements, misappropriations, or other unauthorized uses of the Marks.

IN WITNESS WHEREOF, the ASSIGNOR has duly executed and delivered this Restatement and Assignment on the date shown below, but effective as of the Closing Date of the Purchase Agreement.

ASSIGNOR:

Craig Kessler

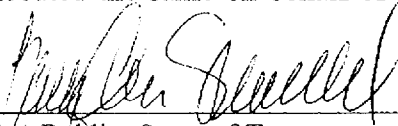
By: 

Name: Craig Kessler

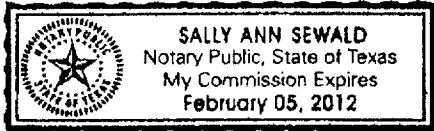
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this 2nd day of September, 2010, personally appeared Craig Kessler known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that he/she is authorized to execute the same on behalf of the identified entity and that he/she executed the same on behalf of the entity for the purposes and consideration therein expressed.



Notary Public, State of Texas



Name Print: Sally Ann Sewald

My Commission expires: _____