

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
Appriss Inc.		12/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3086457	ALERTXPRESS
Registration Number:	2533888	APPRISS
Registration Number:	3958442	CHOICE
Registration Number:	2957186	JUSTICEXCHANGE
Registration Number:	3225958	METHCHECK
Registration Number:	4172395	MONEYTRACK
Registration Number:	4168689	M MONEYTRACK AUTOMATED MONEY SERVICE COMPLIANCE
Registration Number:	3905312	NPLEX
Registration Number:	3831046	OFFENDER ACCOUNTABILITY ALERTING
Registration Number:	3863276	OFFENDERNET
Registration Number:	3858466	REGISTRATION LINK
Registration Number:	4207136	RISKCHECKNOW
Registration Number:	3471464	SONAR
Registration Number:	3833150	SURVEY SOLUTIONS

TRADEMARK

Registration Number:	3311182	TECHNOLOGY TO SERVE AND PROTECT
Registration Number:	1985527	VINE
Registration Number:	3821183	VINE PROTECTIVE ORDER
Registration Number:	3131240	VINE PROTECTIVE ORDER
Registration Number:	3082633	VINELINK
Registration Number:	3746290	EBATCH
Registration Number:	3714972	CJCONNECT
Registration Number:	3737634	DATABRIDGE
Registration Number:	2632063	V-NET

CORRESPONDENCE DATA

Fax Number: 3128035299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4104691
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/08/2013

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 17th day of December, 2012, Appriss Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 10401 Linn Station Road, Louisville, KY 40223, pursuant to the Security Agreement (as defined below), grants to Fifth Third Bank, an Ohio banking corporation with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 ("*Fifth Third*"), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors, a Lien on and continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, such affiliates and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"; all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

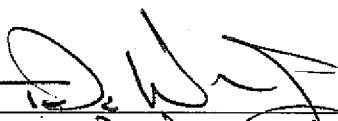
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

APPRISS INC.

By 
Name TED WILLIAMS
Title VICE PRESIDENT FINANCE + ADMIN

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

APPRISS INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By 
Name GLENN E. NORD
Title VICE PRESIDENT

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

DEBTOR	MARK	REG. NO.	GRANTED
Appriss Inc.	ALERTXPRESS	3,086,457	25-Apr-2006
	APPRISS	2,533,888	29-Jan-2002
	CHOICE	3,958,442	10-May-2011
	JUSTICEXCHANGE	2,957,186	31-May-2005
	METHCHECK	3,225,958	03-Apr-2007
	MONEYTRACK	4,172,395	10-Jul-2012
	MONEYTRACK LOGO	4,168,689	03-Jul-2012
	NPLEX	3,905,312	11-Jan-2011
	OFFENDER ACCOUNTABILITY		
	ALERTING	3,831,046	10-Aug-2010
	OFFENDERNET	3,863,276	19-Oct-2010
	REGISTRATION LINK	3,858,466	05-Oct-2010
	RISKCHECKNOW	4,207,136	11-Sep-2012
	SONAR	3,471,464	22-Jul-2008
	SURVEY SOLUTIONS	3,833,150	10-Aug-2010
	TECHNOLOGY TO SERVE AND		
	PROTECT	3,311,182	16-Oct-2007
	VINE	1,985,527	09-Jul-1996
	VINE PROTECTIVE ORDER	3,821,183	20-Jul-2010
	VINE PROTECTIVE ORDER	3,131,240	15-Aug-2006
	VINELINK	3,082,633	18-Apr-2006
	EBATCH	3,746,290	09-Feb-2010
	CJCONNECT	3,714,972	24-Nov-2009
	DATA8RIDGE	3,737,634	12-Jan-2010
	V-NET	2,632,063	08-Oct-2002

DEBTOR	MARK	SERIAL NO.	FILED
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None.