

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS, as Withdrawing Administrative Agent and Collateral Agent		04/09/2014	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as New Administrative Agent and Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
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	
Serial Number:	76696993	DECISIONCENTRE	
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	
Serial Number:	78917370	RENTBRIDGE	
Registration Number:	2723871	RENTBRIDGE	
Registration Number:	1890662	REWARD	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2785684	T
Registration Number:	2790484	T
Registration Number:	2818884	T
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
Serial Number:	76698318	TREND DATA
Registration Number:	1664360	WEB
Registration Number:	2827011	T

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 001315/0001

NAME OF SUBMITTER: Samantha J. Himelman

SIGNATURE: /sjh/

DATE SIGNED: 04/25/2014

Total Attachments: 9

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TRADEMARK

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**ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “*Assignment*”) dated April 9, 2014 is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, as withdrawing administrative agent and collateral agent (the “*Withdrawing Agent*”), DEUTSCHE BANK AG NEW YORK BRANCH, as new administrative agent and collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (the “*New Agent*”), and the Persons listed on the signature pages hereof (collectively, the “*Grantors*”).

WHEREAS, Trans Union LLC, a Delaware limited liability company (“*Borrower*”), Transunion Corp., a Delaware corporation (“*Holdings*”), the guarantors party thereto, the lenders party thereto, the Withdrawing Agent and the other parties thereto entered into that certain Credit Agreement, dated as of June 15, 2010 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, including pursuant to Amendment No. 1 to Credit Agreement, dated as of February 10, 2011, Amendment No. 2 to Credit Agreement, dated as of February 27, 2012, Amendment No. 3 to Credit Agreement, dated as of April 17, 2012, Amendment No. 4 to Credit Agreement, dated as of February 5, 2013, Amendment No. 5 to Credit Agreement, dated as of November 22, 2013, Amendment No. 6 to Credit Agreement, dated as of December 16, 2013, and Amendment No. 7 to Credit Agreement, dated as of April 9, 2014, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower, the Subsidiaries of the Borrower party thereto, and the Withdrawing Agent entered into (i) that certain Security Agreement dated as of June 15, 2010 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, the Withdrawing Agent, the New Agent, Holdings, the Borrower and each Subsidiary Guarantor (as defined in the Credit Agreement) have entered into a resignation and assignment agreement, dated as of the date hereof (the “*Resignation and Assignment Agreement*”);

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered or is otherwise a party to that certain Grant of Security Interests in United States Trademarks, dated as of June 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Original IP Security Agreement*”), which the Withdrawing Agent represents was recorded at the United States Patent and Trademark Office (“*USPTO*”) at reel 4227 frame 0603;

WHEREAS, pursuant to the Original IP Security Agreement, the Withdrawing Agent, as the prior administrative agent, was granted or otherwise acquired a security interest in each Grantor's right, title and interest in, to and under the Marks (as defined in the Original IP Security Agreement) including the Marks set forth on **Schedule A** attached hereto, (collectively, the “*Security Interest*”); and

WHEREAS, consistent with the Resignation and Assignment Agreement, the New Agent is desirous of acquiring, and the Withdrawing Agent is desirous of assigning, all of the Withdrawing Agent's right, title and interest in, to and under the Original IP Security Agreement, including, without limitation, the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Withdrawing Agent, the New Agent and the Grantors hereby covenant and agree as follows:

Section 1 Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

Section 2 Assignment of IP Security Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Withdrawing Agent hereby assigns, transfers and conveys to the New Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Original IP Security Agreement and the Security Agreement, including, without limitation, the Security Interest. The New Agent hereby accepts the foregoing assignment.

Section 3 Security Agreement. The Security Interest assigned to the New Agent as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the New Agent with respect to the security interest in the Marks made and granted by the Original IP Security Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Further Assurances. Withdrawing Agent further agrees to execute and deliver to the New Agent in accordance with the terms of the Resignation and Assignment Agreement any and all further documents and instruments, and do any and all further acts which the New Agent (or the New Agent's agents or designees) reasonably requests in order to confirm this assignment of the Security Interest in and to the Marks.

Section 5 Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7 Successors and Assigns. This Assignment shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Withdrawing Agent

By: Peter Cucchisra

Name: Peter Cucchisra
Title: Vice President

By: Kirk L. Tashjian

Name: Kirk L. Tashjian
Title: Vice President

[TransUnion – Trademark Assignment (Trans Union LLC)]

TRADEMARK
REEL: 005268 FRAME: 0730

ACCEPTED AND AGREED
as of the date first above written:

DEUTSCHE BANK AG NEW YORK BRANCH,
as New Agent

By: Peter Cucchiara

Name: Peter Cucchiara
Title: Vice President

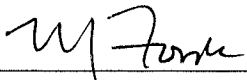
By: Kirk L. Tashjian

Name: Kirk L. Tashjian
Title: Vice President

[TransUnion -- Trademark Assignment (Trans Union LLC)]

ACCEPTED AND AGREED
as of the date first above written:

TRANS UNION LLC

By: 

Name: Michael J. Forde

Title: Vice President, Assistant Secretary

[TransUnion – Trademark Assignment (Trans Union LLC)]

TRADEMARK
REEL: 005268 FRAME: 0732

Schedule A
MARKS SCHEDULE

<u>Owner</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Filing Date</u>	<u>Application / Registration No.</u>
Trans Union LLC	United States	ACHIEVE MORE	3/2/2007	3470035
Trans Union LLC	United States	CREDIT DYNAMICS 360	8/12/2008	3775049
Trans Union LLC	United States	CRONUS	6/29/1970	0918250
Trans Union LLC	United States	DATAKEY	10/16/1995	2013591
Trans Union LLC	United States	DECISIONCENTRE	4/20/2009	76696993
Trans Union LLC	United States	EMPIRICA	2/23/1990	1668059
Trans Union LLC	United States	EXPRESSCHECK	6/24/2002	2813840
Trans Union LLC	United States	FACT	11/12/1991	1772562
Trans Union LLC	United States	FRAUD ID-TECT	5/24/2000	2886836

<u>Owner</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Filing Date</u>	<u>Application / Registration No.</u>
Trans Union LLC	United States	IDENTIFY MANAGER VERIFICATION	2/7/2006	3350475
Trans Union LLC	United States	INSIGHT	1/23/2002	2843550
Trans Union LLC	United States	OFAC ADVISOR	7/1/2002	2855379
Trans Union LLC	United States	PEER	3/23/1990	1637775
Trans Union LLC	United States	PROSPECTS ON DEMAND	6/28/2004	2993940
Trans Union LLC	United States	RENTBRIDGE	6/26/2006	78917370
Trans Union LLC	United States	RENTBRIDGE	6/27/2002	2723871
Trans Union LLC	United States	REWARD	9/15/1993	1890662
Trans Union LLC	United States	T DESIGN	6/27/2002	2785684
Trans Union LLC	United States	T DESIGN	6/27/2002	2790484
Trans Union LLC	United States	T DESIGN	6/27/2002	2818884

<u>Owner</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Filing Date</u>	<u>Application / Registration No.</u>
Trans Union LLC	United States	THE SCORE REPORT	6/15/1994	1915406
Trans Union LLC	United States	TIE	9/9/1991	1760773
Trans Union LLC	United States	TOTAL ID	8/20/2001	2748248
Trans Union LLC	United States	TRANS UNION	7/15/1970	0917889
Trans Union LLC	United States	TRANS UNION	4/13/1970	0924279
Trans Union LLC	United States	TRANSRISK ACCOUNT MANAGEMENT	3/30/1999	2434108
Trans Union LLC	United States	TRANSRISK AUTO	3/30/1999	2435802
Trans Union LLC	United States	TRANSRISK NEW ACCOUNT	5/25/1999	2445098
Trans Union LLC	United States	TRANSUNION	8/26/2004	3017029
Trans Union LLC	United States	TRANSUNION	6/27/2002	2719079
Trans Union LLC	United States	TRANSUNION	6/27/2002	2816209

<u>Owner</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Filing Date</u>	<u>Application / Registration No.</u>
Trans Union LLC	United States	TRANSUNION	6/27/2002	2816208
Trans Union LLC	United States	TRANSUNION DIRECT	3/16/2007	3572992
Trans Union LLC	United States	TREND DATA	7/8/2009	76698318
Trans Union LLC	United States	WEB	3/23/1990	1664360
Trans Union LLC	United States	T DESIGN	6/27/2002	2827011