

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302713

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: 8

Property Type	Number	Word Mark
Registration Number:	3981677	IT'S GOING TO BE MUCH LESS SAFE TO BE DA
Registration Number:	3978214	IT'S GOING TO BE MUCH LESS SAFE TO BE DI
Registration Number:	3978216	KNOWLEDGE AGE
Registration Number:	3977598	LIGHTNING IN A BOTTLE
Registration Number:	3989167	
Registration Number:	3989566	TECHNOLOGIES TO PROTECT THE PLANET
Registration Number:	3977597	TLO
Registration Number:	3977605	TLOXP

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

TRADEMARK

ATTORNEY DOCKET NUMBER:	001315/0001
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	04/25/2014

Total Attachments: 7

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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 March 5, 2014 (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 5241 frame 0704;

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 Cucchiara

Name: Peter Cucchiara
Title: Vice President

By: Kirk L. Tashjian

Name: Kirk L. Tashjian
Title: Vice President

[TransUnion – Assignment of IP Security Agreement (Transunion Risk and Alternative Data Solutions, Inc.)]

TRADEMARK
REEL: 005268 FRAME: 0741

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

ACCEPTED AND AGREED
as of the date first above written:

TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.

By: M Forde

Name: Michael J. Forde

Title: Vice President, Secretary

[TransUnion – Assignment of IP Security Agreement (Transunion Risk and Alternative Data Solutions, Inc.)]

TRADEMARK
REEL: 005268 FRAME: 0743

Schedule A

MARKS SCHEDULE

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Reg. No.</u>
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	IT'S GOING TO BE MUCH LESS SAFE TO BE DANGEROUS	12/16/2010	3981677
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	IT'S GOING TO BE MUCH LESS SAFE TO BE DISHONEST	11/22/2010	3978214
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	KNOWLEDGE AGE	11/23/2010	3978216
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	LIGHTNING IN A BOTTLE	11/1/2010	3977598

TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	MISCELLANEOUS DESIGN (Lightning bottle)	11/1/2010	3989167
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	TECHNOLOGIES TO PROTECT THE PLANET	11/22/2010	3989566
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	TLO	4/4/2011	3977597
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.	U.S.	TLOXP	11/1/2010	3977605