

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kroll Factual Data, Inc.		01/20/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	FD Holdings LLC		
Street Address:	5100 Hahns Peak Drive		
City:	Loveland		
State/Country:	COLORADO		
Postal Code:	80538		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2818865	BUREAU EXPRESS	
Registration Number:	2127122	EMPFACFS	
Registration Number:	2357201	FACTUAL DATA	
Registration Number:	3445814	ACTIONFACTS	
Registration Number:	3478675	COLLATERALFACTS	
Registration Number:	3517022	FACTUALID	
Registration Number:	3344883	FULLFACTS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8810		
Email:	behogue@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Cory M. Amron, Esq.		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	02604-64/0769/FACTUAL		
NAME OF SUBMITTER:	Cory M. Amron		
SIGNATURE:	/cory m amron/		

CH \$190.00 2818865

DATE SIGNED:	08/19/2015
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), is made as of January 20, 2015, by and among Kroll Factual Data, Inc., a Colorado corporation (“Assignor”) and FD Holdings LLC, an Ohio limited liability company (“Assignee”). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor, Kroll Inc., a Delaware corporation, Assignee, CBCInnovis, Inc., a Pennsylvania corporation, and Altegrity, Inc., a Delaware corporation entered into an Asset Purchase Agreement, dated as of December 12, 2014 (such agreement, as it may be amended from time to time, the “Asset Purchase Agreement”), pursuant to which Seller will sell, assign, transfer, convey and deliver to Buyer, and Buyer will acquire from Seller, among other things, all of Seller’s right, title and interest in and to the Intellectual Property Assets, including, without limitation, the intellectual property set forth on Schedule A hereto (collectively, the “Scheduled Intellectual Property Rights”); and

WHEREAS, this Assignment is being entered into in connection with the Closing.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the Closing, subject to the terms and limitations set forth in the Asset Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest throughout the world in and to the Intellectual Property Rights, including, without limitation, the Scheduled Intellectual Property Rights, together with all international, regional, federal, state, local, statutory and common law and other rights therein and the goodwill connected with the use thereof and symbolized thereby, including, without limitation, all rights to (i) enforce, and bring actions for all past, present and future infringement or violation of the Intellectual Property Rights, seek damages, profits, injunctive relief, costs, and other remedies on account thereof, and to settle, and collect and retain the proceeds therefrom, (ii) collect royalties and other payments under or on account of any of the Intellectual Property Rights, and (iii) apply for, file, register, maintain, extend, or renew any of the Intellectual Property Rights, and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and to transfer same and grant licenses and other rights with respect thereto.

2. Assignor and Assignee hereby agree to execute such other documents (including any documents required to record the assignments effected herein with the intellectual property registries in the jurisdictions in which any Intellectual Property Rights are registered) and perform such further acts as may be reasonably required or advisable to carry out or confirm the provisions hereof and the transactions contemplated hereby.

3. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Asset Purchase Agreement and the laws of the State of Delaware, without giving effect to choice of law rules.

4. Nothing in this Assignment, express or implied, shall supersede, amend, alter, rescind, waive, modify, expand or limit (nor shall it be deemed or construed to supersede, amend, alter, rescind, waive, modify, expand or limit) any of the rights of the parties under, and the terms or conditions of, the Asset Purchase Agreement, in any manner whatsoever. In the event of any conflict between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control and prevail. Without limiting the foregoing, the parties expressly acknowledge and agree that the sole and exclusive remedies of each party with respect to any and all claims arising out of or in connection with this Assignment and the transactions contemplated hereby shall be limited to those remedies set forth in the Asset Purchase Agreement.

5. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

6. In the event that the Asset Purchase Agreement is terminated prior to the Closing contemplated thereby, this Assignment shall automatically terminate and be of no further force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

ASSIGNOR:

KROLL FACTUAL DATA, INC.

By: 

Name: Andrew E. Grimmig

Title: Assistant Secretary

ASSIGNEE:

FD HOLDINGS LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

ASSIGNOR:

KROLL FACTUAL DATA, INC.

By: _____

Name: Andrew E. Grimmig

Title: Assistant Secretary

ASSIGNEE:

FD HOLDINGS LLC

By: _____

Name: Jonathan H. Price

Title: Chief Operating Officer

SCHEDULE A

Registered Marks

Owner	Mark	Reg. Date	Reg. No.
Kroll Factual Data, Inc.	BUREAU EXPRESS	03/02/2004	2,818,865
Kroll Factual Data, Inc.	EMPFACFS	01/06/2008	2,127,122
Kroll Factual Data, Inc.	FACTUAL DATA	06/13/2010	2,357,201
Kroll Factual Data, Inc.	ACTIONFACTS (SPECIAL FORM)	06/10/2008	3,445,814
Kroll Factual Data, Inc.	COLLATERALFACTS (SPECIAL FORM)	08/05/2008	3,478,675
Kroll Factual Data, Inc.	FACTUALID (SPECIAL FORM)	10/14/2008	3,517,022
Kroll Factual Data, Inc.	FULLFACTS (SPECIAL FORM)	11/27/2007	3,344,883

Net Names

Owner	Domain Name
Kroll Factual Data, Inc.	factualdata.com
Kroll Factual Data, Inc.	krollfactualdata.com
Kroll Factual Data, Inc.	bedisclosure.co
Kroll Factual Data, Inc.	estimatedreplacementcost.biz
Kroll Factual Data, Inc.	estimatedreplacementcost.com
Kroll Factual Data, Inc.	estimatedreplacementcost.net
Kroll Factual Data, Inc.	estimatereplacementcost.co
Kroll Factual Data, Inc.	factualdata.net
Kroll Factual Data, Inc.	factualdataflood.co
Kroll Factual Data, Inc.	factualdataflood.com
Kroll Factual Data, Inc.	kfdcert.co
Kroll Factual Data, Inc.	krollcredit.co
Kroll Factual Data, Inc.	krollcredit.com
Kroll Factual Data, Inc.	krollfacts.co
Kroll Factual Data, Inc.	krollfacts.com
Kroll Factual Data, Inc.	krollfacts.net
Kroll Factual Data, Inc.	krollfacts.org
Kroll Factual Data, Inc.	krollfactualdata.co
Kroll Factual Data, Inc.	nrflood.co
Kroll Factual Data, Inc.	nrflood.com
Kroll Factual Data, Inc.	redflaganswer.co
Kroll Factual Data, Inc.	redflaganswers.co
Kroll Factual Data, Inc.	redflagresolutions.co
Kroll Factual Data, Inc.	redflagresolved.co

Owner	Domain Name
Kroll Factual Data, Inc.	redflagsolution.co
Kroll Factual Data, Inc.	redflagsolutions.co
Kroll Factual Data, Inc.	redflagsresolutions.co
Kroll Factual Data, Inc.	redflagsresolved.co
Kroll Factual Data, Inc.	residentqualifier.co
Kroll Factual Data, Inc.	residentqualifier.com
Kroll Factual Data, Inc.	tenlink.co
Kroll Factual Data, Inc.	tenlink.com
Kroll Factual Data, Inc.	tenlink.info