

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crif Corporation		06/07/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Crif Select Corp.		
Street Address:	1209 Orange St., Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4077592	CRIF LENDING SOLUTIONS	
Registration Number:	2343900	ONE HOUR SCORECARD	
Registration Number:	2395870	CREDISWITCH	
Registration Number:	4372990	CRIF SELECT	
Registration Number:	2860999	AIMBRIDGE	
Registration Number:	5121994	SELECTCONNECT	
Registration Number:	4635123	CRIF ACHIEVE	
Registration Number:	4635124	CRIF ACTION	
Registration Number:	4635125	CRIF SYNERGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026638918		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	Pillsbury Winthrop Shaw Pittman, LLP, 12		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	083437-0419945		

CH \$240.00 4077592

NAME OF SUBMITTER:	Patrick J. Jennings
SIGNATURE:	/Pat Jennings/
DATE SIGNED:	09/24/2018
Total Attachments: 7 source=Halifax - Master Trademark Assignment#page1.tif source=Halifax - Master Trademark Assignment#page2.tif source=Halifax - Master Trademark Assignment#page3.tif source=Halifax - Master Trademark Assignment#page4.tif source=Halifax - Master Trademark Assignment#page5.tif source=Halifax - Master Trademark Assignment#page6.tif source=Halifax - Master Trademark Assignment#page7.tif	

MASTER TRADEMARK ASSIGNMENT AGREEMENT

This MASTER TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of June 7th, 2018 (the "Effective Date"), is entered into by and between CRIF Corporation, a Florida corporation having an address at 280 Interstate North Circle, Suite 400, Atlanta, Georgia 30339 ("Assignor"), and CRIF SELECT CORP., a Delaware corporation having an address at 1209 Orange Street, Corporation Trust Center, New Castle County, Wilmington, DE 19801 ("Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings given to such terms in the SPA (as defined below).

RECITALS

WHEREAS, CRIF S.p.A, a joint stock company incorporated under the laws of Italy ("CRIF S.p.A."), and Project Angel Holdings, LLC, a Delaware limited liability company ("Angel Holdings"), have entered into that certain Stock Purchase Agreement dated as of March 24, 2018 (as amended or modified, the "SPA"), pursuant to which the parties thereto agreed that CRIF S.p.A, prior to the Closing Date, will cause Assignor to assign and transfer to Assignee, as part of the Restructuring, the trademark registrations set forth on Schedule 1 (the "Assigned Trademarks");

WHEREAS, Assignor is the owner of the Assigned Trademarks and desires to assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith; and

WHEREAS, Assignee desires to accept from Assignor the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration provided for under the SPA and other good and valuable consideration, and in consideration of the mutual obligations and promises of the Parties, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's entire right, title and interest in and to the Assigned Trademarks, as successor to the portion of the business of Assignor to which the Assigned Trademarks pertain, which business is ongoing and existing, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors and assigns, together with: (a) the goodwill associated therewith, (b) the right to apply for, make filings with respect to and maintain all registrations, applications and renewals thereof, and (c) the right to sue for and collect damages for past, present, and future infringements thereof and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Ownership; No Challenge. Assignor hereby acknowledges and agrees that from the Effective Date, Assignee shall be the exclusive owner of the Assigned Trademarks. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any Person or entity in challenging in any jurisdiction (a) Assignee's right, title, and interest in and to the Assigned Trademarks or (b) Assignee's right to use and control the Assigned Trademarks.

3. Further Assurances. Assignor hereby agrees, from and after the Effective Date and without further consideration, at Assignee's expense, to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Assigned Trademarks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Assigned Trademarks as Assignee shall reasonably request, at Assignee's expense.

4. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.

5. Headings. The section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

6. Governing Law. The law of the State of New York shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the schedules attached hereto, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

8. Entire Agreement. This Assignment, the other transaction documents contemplated by the SPA and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings.

9. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by both of the Parties. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

10. No Third Party Beneficiaries. This Assignment is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder.

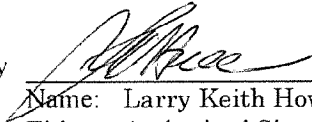
11. Counterparts. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment is irrevocable and effective when each Party shall have received a counterpart hereof signed and duly delivered by the other Party.

[remainder of page intentionally left blank with signatures to follow on subsequent page]

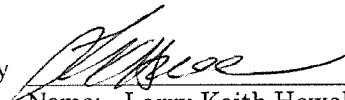
CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on its behalf by its duly authorized officer or representative, effective as of the Effective Date.

**ASSIGNOR
CRIF CORPORATION**

By 
Name: Larry Keith Howell
Title: Authorized Signatory

**ASSIGNEE
CRIF SELECT CORP.**

By 
Name: Larry Keith Howell
Title: Authorized Signatory

4183548

(Signature page to Master Trademark Assignment Agreement)


**TRADEMARK
REEL: 006462 FRAME: 0488**

Schedule 1

List of Assigned Trademarks

Jurisdiction	Trademark	App. No.	Reg. No.	Owner
European Union	CRIBIS	001347830	001347830	CRIF Corporation
European Union	CRIBIS	013697214	013697214	CRIF Corporation
Mexico	 CRIF LENDING SOLUTIONS	1120287	1206584	CRIF Corporation
Mexico	 CRIF LENDING SOLUTIONS	1120289	1206585	CRIF Corporation
Puerto Rico	 CRIF Synergy	78571	207458	CRIF Corporation
Puerto Rico	 CRIF Achieve	78573	207459	CRIF Corporation
Puerto Rico	 CRIF ACTION	78577	206209	CRIF Corporation
Puerto Rico	CRIF LENDING SOLUTIONS	73002	206100	CRIF Corporation
Puerto Rico	CRIF LENDING SOLUTIONS	73004	206135	CRIF Corporation
Puerto Rico	CRIF SELECT	78574	207457	CRIF Corporation

Jurisdiction	Trademark	App. No.	Reg. No.	Owner
Puerto Rico	CRIF SELECT	78572	207454	CRIF Corporation
Puerto Rico	CRIF SELECT	78576	207455	CRIF Corporation
Puerto Rico	CRIF SELECT	78575	207456	CRIF Corporation
United States	 CRIF SOLUTIONS	77963096	4077592	CRIF Corporation
United States	ONE HOUR SCORECARD	75260764	2343900	CRIF Corporation
United States	CREDISWITCH	75851413	2395870	CRIF Corporation
United States	 CRIF Select	85330768	4372990	CRIF Corporation
United States	AIMBRIDGE	76456877	2860999	CRIF Corporation
United States	SELECTCONNECT	86853026	5121994	CRIF Corporation
United States	 CRIF Achieve	85815448	4635123	CRIF Corporation
United States	 CRIF ACTION	85815581	4635124	CRIF Corporation

Jurisdiction	Trademark	App. No.	Reg. No.	Owner
United States		85815619	4635125	CRIF Corporation
New Mexico (State Trademark)	CRIF LENDING SOLUTIONS		TK11090801	CRIF Corporation

TRADEMARK

REEL: 006462 FRAME: 0491

RECORDED: 09/24/2018