

09-13-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

REC-102833903
TRADEMARK ONLY

9-204

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Charles Jones, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) NJ

Execution Date(s) April 30, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Choice Point Asset Company

Internal

Address:

Street Address: 1000 Alderman Drive

City: Alpharetta

State: GA

Country: USA Zip: 30005

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship DE

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78285007

B. Trademark Registration No.(s)

2415290

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kristin B. Maxson

Internal Address: Paul, Hastings, et al.

Street Address: 600 Peachtree St., NE
Suite 2400

City: Atlanta

State: Georgia Zip: 30308

Phone Number: (404) 815-2157

Fax Number: (404) 815-2424

Email Address: kristinmaxson@paulhastings.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kristin B. Maxson
Signature

Aug. 5, 2004
Date

Kristin B. Maxson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/10/2004 DBYRNE 00000022 78285007

02 FE:0521

179:00 BP

TRADEMARK
REEL: 003045 FRAME: 0177

1. Name of conveying party(ies)/Execution Date(s):

(a) Superior Information Services, LLC
300 Phillips Boulevard, Suite 500
Trenton, NJ 08618

Other – Limited liability company - NJ
Citizenship: NJ
Execution Date(s): April 30, 2004

(b) Title Express, LLC
300 Phillips Blvd., Suite 400
Trenton, NJ 08618-1427

Other – Limited liability company - NJ
Citizenship: NJ
Execution Date(s): April 30, 2004

4. Application numbers or registration numbers

B. Trademark Registration No.(s)

2413673
2549110
2358893
2466790
2680499
2695187

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated April 30, 2004 is made by SUPERIOR INFORMATION SERVICES, LLC, a New Jersey limited liability company ("Superior"); CHARLES JONES, LLC, a New Jersey limited liability company ("Charles Jones"); and TITLE EXPRESS, LLC, a New Jersey limited liability company and wholly owned subsidiary of Charles Jones ("Title Express") (Superior, Charles Jones and Superior are sometimes referred to herein collectively as "Assignors"), to and for the benefit of ChoicePoint Asset Company, a Delaware corporation ("Assignee"), its successors and assigns, pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated April 16, 2004, by and among CJ Acquisition Co. ("CJ Purchaser") and SIS Acquisition Co. ("SIS Purchaser"; CJ Purchaser and SIS Purchaser together, "Purchasers"), Superior, Charles Jones, Title Express and the members of Superior and Charles Jones. All capitalized words and terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

WITNESSETH

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed, among other things, to sell, assign, transfer and delivery to Purchasers all of Assignors' respective right, title and interest in and to all Marks together with the goodwill symbolized thereby; and

WHEREAS, pursuant to Section 12.4 of the Asset Purchase Agreement, Purchasers have assigned to Assignee all of Purchasers' respective rights and interests to acquire from Assignors all Marks and the goodwill symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby agree as follows:

1. **Assignment**. Assignors hereby sell, assign, transfer and deliver to Assignee all right, title and interest of Assignors in and to, or arising under, all Marks, including without limitation those set forth in Schedule A hereto, together with the goodwill symbolized thereby.

2. **Further Assurances**. Assignors agree to execute and deliver or cause to be executed and delivered all such further assignments, instruments of transfer and other documents and to take such further action as Assignee may reasonably request in order to better assure, convey and confirm unto Assignee, its successors and assigns, any or all of the Marks hereby sold, assigned, transferred and delivered to Assignee. All out-of-pocket expenses in connection with the actions described in this paragraph 2 shall be borne by Assignee.

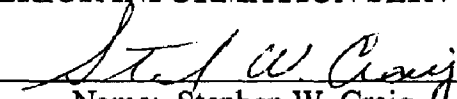
3. **Binding Effect**. This Assignment shall be binding upon Assignors and their respective successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

4. Conflicting Terms. To the extent that the terms of this Assignment and the Asset Purchase Agreement conflict, the terms of the Asset Purchase Agreement shall be deemed to supersede the conflicting terms of this Assignment.

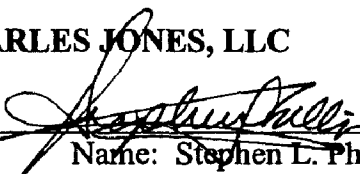
5. Governing Law; Amendment. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without reference to Georgia choice of law rules. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment as of the date and year first above written.

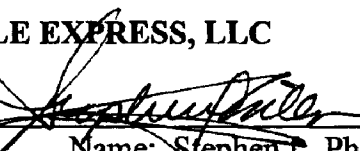
SUPERIOR INFORMATION SERVICES, LLC

By: 
Name: Stephen W. Craig
Title: President

CHARLES JONES, LLC

By: 
Name: Stephen L. Phillips
Title: President

TITLE EXPRESS, LLC

By: 
Name: Stephen L. Phillips
Title: President

The undersigned hereby confirm the assignment, pursuant to Section 12.4 of the Asset Purchase Agreement, of their respective rights and interests to acquire from Assignors all Marks and the goodwill symbolized thereby:

CJ ACQUISITION CO.

By: _____
Name:
Title:

SIS ACQUISITION CO.

By: _____
Name:
Title:

4. Conflicting Terms. To the extent that the terms of this Assignment and the Asset Purchase Agreement conflict, the terms of the Asset Purchase Agreement shall be deemed to supersede the conflicting terms of this Assignment.

5. Governing Law; Amendment. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without reference to Georgia choice of law rules. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment as of the date and year first above written.

SUPERIOR INFORMATION SERVICES, LLC

By: _____
Name:
Title:

CHARLES JONES, LLC

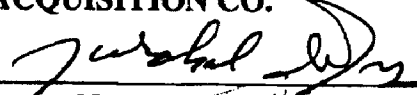
By: _____
Name:
Title:

TITLE EXPRESS, LLC

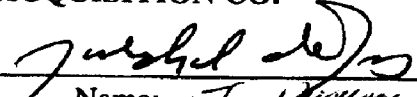
By: _____
Name:
Title:

The undersigned hereby confirm the assignment, pursuant to Section 12.4 of the Asset Purchase Agreement, of their respective rights and interests to acquire from Assignors all Marks and the goodwill symbolized thereby:

CJ ACQUISITION CO.

By: 
Name: *J. MICHAEL DE JESUS*
Title: *CONSOLE COUNSEL*

SIS ACQUISITION CO.

By: 
Name: *J. MICHAEL DE JESUS*
Title: *CONSOLE COUNSEL*

SCHEDULE A

TRADEMARKS

1. CHARLES JONES (US Reg. No. 2,415,290)
2. CHARLES JONES (stylized) (US Reg. No. 2,413,673)
3. CJEXPRESS (US Reg. No. 2,549,110)
4. THE SIGNATURE SAYS IT ALL (US Ser. No. 78/285,007)
5. SUPERIOR INFORMATION SERVICES (US Reg. No. 2,358,893) (Supplemental)
6. DOCKETSOURCE (US Reg. No. 2,466,790) (Supplemental)
7. SUPERIOR INFORMATION SERVICES (US Reg. No. 2,680,499)
8. SUPERIOR ONLINE (US. Reg. No. 2,695,187)
9. CHARLES JONES (NJ Reg. 15881)
10. CHARLES JONES (NY Reg. S-16784)
11. CHARLES JONES (PA Reg. Entity No. 2897237)