Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EzGov, Inc.		04/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ChoicePoint Public Records Inc.
Street Address:	1000 Alderman Drive
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2399879	ASK UNCLE SAM
Registration Number:	2693893	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Registration Number:	2541972	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Registration Number:	2584028	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Registration Number:	2537482	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Registration Number:	2684392	EZGOV LOCALSUITE
Registration Number:	2567007	EZGOV LOCALSUITE
Serial Number:	75787713	EZAUTO
Registration Number:	2537114	EZCONTRIBUTION
Registration Number:	2408335	EZDEEDS
Serial Number:	75854160	EZDELEGATE
Registration Number:	2453275	EZEXPERT
Registration Number:	2429954	EZGAZETTE
Registration Number:	2587725	EZGOV
		TDADEMARK

TRADEMARK " REEL: 003098 FRAME: 0004

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Registration Number:	2517050	EZGOV
Registration Number:	2567008	EZGOV
Registration Number:	2569650	EZGOV
Registration Number:	2587726	EZGOV
Registration Number:	2514932	EZGOV
Registration Number:	2611842	EZGOV
Registration Number:	2567004	EZGOV
Registration Number:	2693892	EZGOV FLEXFOUNDATION
Registration Number:	2567005	EZGOV FLEXFOUNDATION
Serial Number:	76165899	EZGOV STATESUITE
Registration Number:	2567006	EZGOV STATESUITE
Registration Number:	2332188	EZGOV.COM
Serial Number:	75788211	EZGOV.COM GOVERNMENT AT YOUR FINGERTIPS.
Registration Number:	2440207	EZLICENSE
Registration Number:	2537115	EZPERMIT
Registration Number:	2440204	EZPROPERTY
Registration Number:	2440205	EZTICKET
Serial Number:	76220338	FEEMAPPING
Serial Number:	78339031	FLEXADVANTAGE
Serial Number:	78339037	FLEXALLIANCE
Serial Number:	78318254	FLEXFOUNDATION
Serial Number:	75866894	GET ON-LINE, NOT IN LINE
Serial Number:	75788095	GOVERNMENT AT YOUR FINGERTIPS
Registration Number:	2596325	PAYMENTENGINE
Serial Number:	78380310	TRANSFORMING THE BUSINESS OF GOVERNMENT
Serial Number:	78380308	TRANSFORMING THE BUSINESS OF GOVERNMENT
Serial Number:	78380315	TRANSFORMING THE BUSINESS OF GOVERNMENT
Serial Number:	78380316	TRANSFORMING THE BUSINESS OF GOVERNMENT

CORRESPONDENCE DATA

Fax Number: (404)572-5145

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-4600

Email: lporterfield@kslaw.com

Correspondent Name: William O. Isaacs, II

Address Line 1: 191 Peachtree Street

Address Line 2: 45th Floor

lı	
Address Line 4: Atlanta, GEOF	RGIA 30303
NAME OF SUBMITTER:	William O. Isaacs, II
Signature:	/William O. Isaacs, II/
Date:	06/07/2005
Total Attachments: 9 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif source=Trademark Assignment#page9.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated May 1, 2005 is made by and between EzGov, Inc., a Delaware corporation, ("Assignor") to and for the benefit of ChoicePoint Public Records Inc., a Georgia corporation, ("Assignee"), its successors, assigns, and legal representatives, pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated May 1, 2005, by and between the Assignor and Assignee. 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, Assignor has agreed, among other things, to sell, assign, transfer and convey to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to all Marks together with the goodwill symbolized thereby; and

WHEREAS, the Assignor and Assignee desire that the assignment of said rights in the Marks be made of record in the United States Patent and Trademark Office (where applicable), in any applicable state trademark offices (where applicable), all foreign trademark offices (where applicable), and any other appropriate governmental or administrative offices as the case may be.

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

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers and delivers to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to, or arising under, all Marks set forth in <u>Schedule A</u> attached hereto, including, without limitation, the registrations and registration applications therefor, all common law rights, and all rights in foreign jurisdictions therein, together with the goodwill symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.
- 2. <u>Further Assurances</u>. Assignor agrees to execute and deliver, or cause to be executed and delivered, to Assignee any documents necessary to complete the timely transfer of the Marks to Assignee, including any 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, assigns, and legal representatives any or all of the Marks hereby sold, assigned, transferred, and conveyed to Assignee. All out-of-pocket expenses in connection with the actions described in this paragraph 2 shall be borne by Assignee.

- 3. <u>Binding Effect</u>. This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors and assigns.
- 4. <u>Conflicting Terms</u>. 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. <u>Governing Law; Amendment.</u> 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.

[Signatures Follow on Next Page]

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- 2 -

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date and year first above written. **ASSIGNOR:** EZGOV, INC. Name: Edward L. Trimble
Title: CEO
Address: 101 Marie Hu Street
Swite 2900
Atlanta, 6A 30303 STATE OF Georgia) I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Edward L. Trimble, whose name as LEO of EzGov, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal of office this 29 day of May, 2005. Courtue Kay lor

Notary Public
My Commission expires June 24, 2007 CHOICEPOINT PUBLIC RECORDS By: Name: Title: Address: STATE OF _____)
___COUNTY) I, the undersigned, a Notary Public in and for said County in said State, hereby certify that of ChoicePoint Public ___, whose name as Records, a Georgia corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

> TRADEMARK REEL: 003098 FRAME: 0009

Given under my hand and seal of office this day of May, 2005.

Notary Public

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

ASSIGNOR: EZGOV, INC.
By: Name: Title: Address:
STATE OF)COUNTY)
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, whose name as of EzGov, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand and seal of office this day of May, 2005.
Notary Public
ASSIGNEE: CHOICEPOINT PUBLIC RECORDS INC.
By: July Division Mame: J. Michael de Janes Title: General Counsel Address: 1000 Alderman Drive Alpharetta, Georgia 30005
STATE OF GOODLY)
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Seconds, a Georgia corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand and seal of office this 2nd day of May, 2005. Notary Public

Notary Public, Cobb County, Georgia My Commission Expires June 24, 2008

[Signature Page to the Trademark and Domain Name Assignment]

SCHEDULE A

MARKS

TRADEMARKS

Class 42	ABANDONED	75/787,713	U.S.	EZAUTO
Class 9	ABANDONED	N/A	U.S.	EZAPPLICATIONS
Class 42	REGISTERED	76/161,008 2,567,007	C.v.	EZ LOCALSUITE
Class 9	REGISTERED	76/165,368 2,684,392	U.S.	EZ LOCALSUITE
Class 42	REGISTERED	76/160,900 2,537,482	U.S.	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Class 38	REGISTERED	76/160,922 2,584,028	U.S.	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Class 35	REGISTERED	76/161,002 2,541,972	U.S.	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Class 9	REGISTERED	76/165,369 2,693,893	U.S.	E-GOVERNMENT TECHNOLOGY SPECIALISTS
Class 42	REGISTERED	75/810,941 2,399,879	U.S.	ASK UNCLE SAM
		NO./ REGISTRATION NO.		
GOODS AND SERVICES	STATUS	APPLICATION	COUNTRY	TRADEMARK

Class 42	REGISTERED	76/161,200 2,569,650	U.S.	EZGOV
Class 38	REGISTERED	76/161,015 2,567,008	U.S.	EZGUV
Class 35	REGISTERED	76/161,016 2,517,050	U.S.	EZGOV
Class 9	REGISTERED	76/165,365 2,587,725	U.S.	EZGOV
Class 42	REGISTERED	622589 622589	New Zealand	EZGOV
Classes 9, 35, and 42	REGISTERED	002228948 002228948	European Union	EZGOV
Class 42	REGISTERED	1082830	Canada	EZGOV
Classes 9, 35, 38, and 42	REGISTERED	870834 870834	Australia	EZGOV
Classes 9, 35, 38, and 42	PENDING	1082937	Canada	EZGOV
Class 42	REGISTERED	75/942,800 2,429,954	U.S.	EZGAZETTE
Class 42	REGISTERED	76/069,694 2,453,275	U.S.	EZEXPERT
Class 42	ABANDONED	75/854,160	U.S.	EZDELEGATE
Class 42	REGISTERED	75/788,097 2,408,335	U.S.	EZDEEDS
Class 42	REGISTERED	75/788,207 2,537,114	U.S.	EZCONTRIBUTION
Class 42	ABANDONED	N/A	U.S.	EZCOLLECTION
		REGISTRATION NO.		
GOODS AND SERVICES	STATUS	APPLICATION	COUNTRY	TRADEMARK

Class 9	ABANDONED	76/165,899	U.S.	EZGOV STATESUITE
Class 42	REGISTERED	76/160,923 2,567,005	U.S.	FLEXFOUNDATION
Class 9	REGISTERED	76/165,36 4 2,693,892	U.S.	EZGOV FLEXFOUNDATION
Classes 9 and 42	REGISTERED	2293314 2293314	European Union	EZGOV FLEXFOUNDATION
Class 42	REGISTERED	76/160,724 2,567,004	U.S.	EZGOV & Design
Class 38	REGISTERED	76/161,009 2,611,842	Ċ.	EZGOV & Design
Class 35	スポのごったれし	2,514,932	: .	ezgov « Design
Class 9	REGISTERED	76/165,603 2,587,726		EZGOV & Design
GOODS AND SERVICES	STATUS	APPLICATION NO./ REGISTRATION NO.	COUNTRY	TRADEMARK

Class 35	ALLOWED	78/339,037	U.S.	FLEXALLIANCE
Class 41	ALLOWED	78/339,031	U.S.	FLEXADVANTAGE
Class 9	ABANDONED	N/A	U.S.	FFDX
Class 9	ABANDONED	N/A	U.S.	FFDC
Class 9	ABANDONED	N/A	U.S.	FFDA
Class 9	ABANDONED	76/220,338	U.S.	FEEMAPPING
Class 42	REGISTERED	75/788,098 2,440,205	U.S.	EZTICKET
Class 42	REGISTERED	75/788,092 2,440,204	U.S.	EZPROPERTY
Class 42	REGISTERED	75/788,345 2,537,115	U.S.	EZPERMIT
Class 42	REGISTERED	75/788,208 2,440,207	U.S.	EZLICENSE
Class 42	ABANDONED	N/A	U.S.	EZGOV.COM GOVERNMENT AT YOUR FINGERTIPS
Class 42	ABANDONED	75/788,211	U.S.	EZGOV.COM GOVERNMENT AT YOUR FINGERTIPS
Class 42	REGISTERED	75,662,145 2,332,188	U.S.	EZGOV.COM
Class 42	REGISTERED	617025 617025	New Zealand	EZGOV.COM
Classes 42, 35, and 36	REGISTERED	1423938 1423938	European Union	EZGOV.COM
Classes 36 and 35	REGISTERED	836541 836541	Australia	EZGOV.COM
Class 42	REGISTERED	76/160,924 2,567,006	U.S.	EZGOV STATESUITE
		REGISTRATION NO.		
GOODS AND SERVICES	STATUS	APPLICATION	COUNTRY	TRADEMARK

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IXAUEMAKK	COUNTRY	APPLICATION NO./	STATUS	GOODS AND SERVICES
:	-	REGISTRATION NO.		
FLEXFOUNDATION	U.S.	78/318,254	ALLOWED	Class 9
FLEXFOUNDATION DIRECTASSIST	U.S.	N/A	ABANDONED	Class 9
FLEXFOUNDATION DIRECTCOLLECT	U.S.	N/A	ABANDONED	Class 9
FLEXFOUNDATION DIRECTXCHANGE	U.S.	N/A	ABANDONED	Class 9
GET ON-LINE, NOT IN LINE	U.S.	75/866,894	ABANDONED	Class 42
GOVERNMENT AT YOUR FINGERTIPS	U.S.	75/788,095	ABANDONED	Class 42
PAYMENTENGINE	U.S.	76/214,868 2,596,325	REGISTERED	Class 9
SOFTWARE FOUNDATIONS FOR EGOVERNMENT	U.S.	N/A	ABANDONED	Class 9
TRANSFORMING THE BUSINESS OF GOVERNMENT	U.S.	78/380,310	ABANDONED	Class 35
TRANSFORMING THE BUSINESS OF GOVERNMENT	U.S.	78/380,308	ALLOWED	Class 9
TRANSFORMING THE BUSINESS OF GOVERNMENT	U.S.	78/380,315	ALLOWED	Class 38
THE BUSINESS OF GOVERNMENT	U.S.	78/380,316	PENDING	Class 42

RECORDED: 06/07/2005