

06-10-2003



102468396

Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The First American Corporation

6.5.03

- ☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - California
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Interest ☐ Change of Name
☐ Other

Execution Date: June 5, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

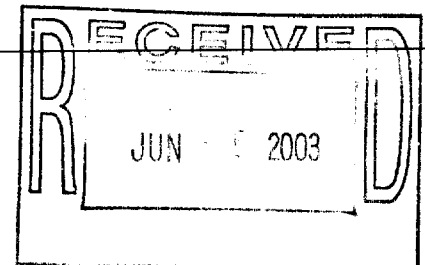
Name: First Advantage Corporation

Internal Address: 805 Executive Center Drive West, Suite 300

Street Address:

City: St. Petersburg State: FL Zip Code: 33702

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation Delaware
☐ Other



Trademark Registration No.(s)

2651625

2648979

1418340

Additional numbers attached? ☐ Yes ☒ No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

6. Total number of applications and registrations involved

3

7. Total fee (37 CFR 3.41): \$90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno

Name of Person Signing

Signature

June 5, 2003

Date

Total number of pages comprising cover sheet:

5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

06/10/2003 ECOOPER 00000002 2651625

01 FC:8521
02 FC:852240.00 OP
50.00 OPTRADEMARK
REEL: 002749 FRAME: 0240

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of June 5, 2003 (the "Effective Date") by and between THE FIRST AMERICAN CORPORATION, a California corporation ("Assignor"), and FIRST ADVANTAGE CORPORATION, a Delaware corporation (the "Assignee").

WHEREAS, the Assignor, the Assignee and the other parties thereto have entered into a certain Agreement and Plan of Merger, dated as of December 13, 2002 (the "Merger Agreement");

WHEREAS, the Merger Agreement provides, among other things that on the Closing Date (as defined in the Merger Agreement) the Assignee, through itself or one or more of its affiliates, will purchase and assume from Assignor and Assignor will sell and assign to Assignee, or one or more of its affiliates, certain tangible and intangible assets of Assignor, and all liabilities related thereto, all as more particularly set forth in the Merger Agreement; and

WHEREAS, the tangible and intangible assets of Assignor include Assignor's following three trademarks: HIRECHECK (Reg. No. 2,651,625); HIRECHECK and Design (Reg. No. 2,648,979); and DEAR LANDLORD (Reg. No. 1,418,340) (the "Trademarks").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

1.1. Grant of Assignment. Assignor does hereby assign unto Assignee and its successors and assigns forever, all right, title and interest and claims of Assignor, in, to, relating to and arising under the Trademarks, including without limitation, all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past and present infringement of rights assigned under this Agreement, the same to be held and enjoyed by the Assignee and its successors and assigns, to their own use to the end of any term, if applicable, of the Trademarks fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. Assignor agrees to execute any additional documents reasonably required, and otherwise cooperate in the prosecution, defense and enforcement of the rights granted in this assignment, at the expense of the Assignee.

1.2. Terms. This Agreement is subject to the terms and provisions of the Merger Agreement, and in the event of any conflict between this Agreement and the Merger Agreement, the terms of the Merger Agreement shall control.

1.3 Assumption of Liabilities. Assignee hereby assumes all liabilities and obligations related to or arising out of Assignor's use of the Trademarks through the Effective Date (as defined in the Merger Agreement).

1.4. Governing Law. The validity and construction of this Agreement shall be governed by the internal laws (and not the choice-of-law rules) of the State of Delaware.

1.5. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

THE FIRST AMERICAN CORPORATION,
as Assignor

By: 

Name: Kenneth D. DeGiorgis

Title: VP

FIRST ADVANTAGE CORPORATION,
as Assignee

By: 

Name: Kenneth D. DeGiorgis

Title: VP

State of California
County of Orange

Subscribed and sworn to before me this 28th day of May, 2003, by
Kenneth D. Giorgio.



Notary Seal

Melissa B. Stanisai
Notary Public
Name: Melissa B. Stanisai