

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SkillCheck, Inc.		02/14/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	First Advantage Corporation		
Street Address:	One Progress Plaza, Suite 2400		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78315682	TALENTSCOUT	
Registration Number:	1977617	SKILLCHECK	
CORRESPONDENCE DATA			
Fax Number:	(617)542-8906		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617 521 7093		
Email:	pomilla@fr.com		
Correspondent Name:	Jo-Ann Pomilla c/o Fish & Richardson P.C		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	15440-003001		
NAME OF SUBMITTER:	Jo-Ann Pomilla		
Signature:	/Jo-Ann Pomilla/		

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Date:

05/26/2006

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment of Intellectual Property (this "Assignment"), is made and entered into effective February 14, 2006 by SkillCheck, Inc., a Massachusetts corporation ("Assignor") in favor of First Advantage Corporation ("Assignee").

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement dated February 14, 2006 (the "Purchase Agreement") under which the parties thereto have agreed that Assignee should acquire from the Assignor all of its Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire the Assigned Intellectual Property (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the conveyances of the Intellectual Property contemplated by the Purchase Agreement, and intending to be legally bound, and notwithstanding that the conveyance of certain of the Assigned Intellectual Property Rights may be confirmed by separate and specific documents for recordation purposes, Assignor hereby agrees as follows and takes the actions set forth below:

1. Definitions. As used in this Assignment, the following terms have the following meanings unless the context otherwise requires.

"Intellectual Property" shall mean domestic and foreign: (i) patents and patent applications; (ii) registered and unregistered trademarks, service marks and other indicia of origin, pending trademark and service mark applications, and intent-to-use applications or similar reservations of marks; (iii) registered copyrights and mask works, applications for registration of either, and materials eligible for copyright or mask work registration; (iv) internet domain names, applications and reservations therefore, uniform resource locators ("URLs") and the corresponding Internet sites (including any content and other materials accessible and/or displayed thereon, collectively, the "Sites"); (v) trade secrets, confidential and proprietary information not otherwise listed in (i) - (iv) above, including, without limitation, unpatented inventions, invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, mask works, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded, or unrecorded; and (vi) any goodwill associated with any of the foregoing.

"Company Intellectual Property" shall mean all Intellectual Property (i) owned by the Seller or any of its Subsidiaries.

"Assigned Intellectual Property" shall mean all of the Company Intellectual Property being assigned to Assignee by Assignor, pursuant to the terms of this Assignment.

Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

1. Assignment. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Assigned Intellectual Property, to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Assigned Intellectual Property, and (ii) the right to sue for and collect any damages for the use and benefit of Assignee's successors, assigns, designees, nominees and other legal representatives.

2. Further Assurances. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist the Assignee, or its successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration other than the reimbursement of their direct costs, in the Assignee's actions to (i) record and perfect the assignment of the Assigned Intellectual Property as set forth above and (ii) secure any of the Assignee's rights in the Assigned Intellectual Property, including, the execution and delivery of all oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.

3. Authorization. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, the United States Register of Copyrights and all other applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights to issue or register as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

4. Copies of Files. Assignor agrees to send copies of all files, including but not limited to certificates of registration and letters patents, of the Assigned Intellectual Property to Assignee or its designated attorneys within a commercially reasonable time after Closing.

5. Conflicts. If applicable, in the event of a conflict between the terms of this Assignment and any agreement entered into or other document filed for the purposes of recording the assignments contemplated herein with applicable bureaus or offices whose duty it is to issue patents, register trademark and service mark registrations, or register copyrights (such agreement or document, the "Local Filing"), the provisions of this Assignment shall control and prevail. Any such Local Filing is merely for recording the assignments contemplated herein and does not alter, modify or supersede the terms and conditions of this Assignment. Notwithstanding the foregoing, to the extent any provision of any Local Filing conflicts with this Assignment and is required to effectuate the recording of the Local Filing under the laws of the jurisdiction where the Local Filing is to be recorded, such conflicting provision shall control and prevail for the purposes of recording the Local Filing in the applicable jurisdiction.

