

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Background Information Services, Inc.		12/01/2010	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2491759	AMERICAN BACKGROUND	
Registration Number:	2491758	AMERICAN BACKGROUND	
Registration Number:	3328515	REDUCED RISK DROPS RIGHT TO THE BOTTOM LINE.	
Serial Number:	85064269	APERION SCREENING	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1553		

OP \$115.00 2491759

900178789

**TRADEMARK
 REEL: 004433 FRAME: 0803**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/15/2010
Total Attachments: 6 source=American Background#page1.tif source=American Background#page2.tif source=American Background#page3.tif source=American Background#page4.tif source=American Background#page5.tif source=American Background#page6.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 1, 2010 is made by American Background Information Services, Inc., a Virginia corporation, located at 249 West 17th Street, New York, NY 10011 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sterling Infosystems Holdings, Inc., Sterling Infosystems, Inc. (the "Borrower"), the Lenders party thereto from time to time, General Electric Capital Corporation, as the Syndication Agent, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Guarantee and Collateral Agreement, dated as of December 1, 2010, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Grantor's rights, priorities and privileges relating to Intellectual Property, including, without limitation, all Trademarks listed on Schedule A; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, in those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations, provided however, that the Trademark Collateral shall not include applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

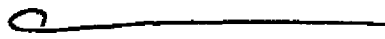
SECTION 6. Termination. The security interest granted hereunder shall terminate concomitantly with the security interest granted under the Security Agreement.

SECTION 7. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(Remainder of the page intentionally left blank)

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

AMERICAN BACKGROUND INFORMATION SERVICES, INC.

By: 
Name: **Andrew Reiben**
Title: **Chief Financial Officer**

JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties


By: _____
Name:
Title:

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

AMERICAN BACKGROUND INFORMATION SERVICES, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties

By: 
Name: Patricia T. Stone
Title: Authorized Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New York*)
) ss
COUNTY OF *Nassau*)

On this 7 day of March 2010 before me personally appeared Andrew Reiben, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Background Information Services, Inc., a Virginia corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be free act and deed of said corporation.




Notary Public

TIMOTHY MCLAUGHLIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6173571
Qualified in Nassau County
My Commission Expires August 27, 2011

Schedule A

U.S. and foreign Trademark Registrations and Applications
and exclusive Trademark Licenses

Owner: American Background Information Services, Inc.

Mark	Country	Registration / Application Status	Registration / Application No.
AMERICAN BACKGROUND	U.S.	Registered	Reg. No. 2,491,759
	U.S.	Registered	Reg. No. 2,491,758
REDUCED RISK DROPS RIGHT TO THE BOTTOM LINE.	U.S.	Registered	Reg. No. 3,328,515
APERION SCREENING & Design	U.S.	Pending Application	App. No. 85/064269