

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STG-FAIRWAY US, INC.		12/30/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.
<b>Street Address:</b>	2951 28th Street
<b>Internal Address:</b>	Suite 1000
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90405
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2633792	BACKTRACK
Registration Number:	2554571	CHECKING THE PAST. PROTECTING YOUR FUTURE.
Registration Number:	2992773	ESAMI
Registration Number:	2944263	ESAMI
Registration Number:	3161546	FIRST ADVANTAGE
Registration Number:	3616029	FIRST ADVANTAGE
Registration Number:	3377146	FIRSTADVANTAGE FACTS FIRST.
Registration Number:	3665783	GLOBAL RPM
Registration Number:	2640982	HIREAPP
Registration Number:	2651625	HIRECHECK
Registration Number:	2648979	HIRECHECK
Registration Number:	3372732	IDENTITY
Registration Number:	3489588	MYADVANTAGE

CH \$540.00 2633792

Registration Number:	3157350	OWNERPASS
Registration Number:	2682470	PROJECTIX
Registration Number:	1831771	SAMI
Registration Number:	1977617	SKILLCHECK
Registration Number:	3261844	TALENTSCOUT
Registration Number:	3517658	VERIFYDIRECT
Registration Number:	3377145	
Serial Number:	85138552	BETTERHIRES BETTERBUSINESS

**CORRESPONDENCE DATA**

Fax Number: (213)629-5063  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-892-4653  
Email: bharris@gmail.com  
Correspondent Name: Benjamin Harris c/o Milbank Tweed  
Address Line 1: 601 S. Figueroa St.  
Address Line 2: 30th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	37773-08700
NAME OF SUBMITTER:	Benjamin Harris
Signature:	/Benjamin Harris/
Date:	01/18/2011

**Total Attachments: 13**

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TRADEMARK SECURITY AGREEMENT dated as of December 30, 2010 (this "**Agreement**"), among STG-Fairway Acquisitions, Inc., a Delaware corporation (the "**Borrower**"), STG-Fairway Holdings, Inc., a Delaware corporation ("**Holdings**") and the Subsidiaries of the Borrower, Holdings and each other entity from time to time party hereto (together with the Borrower and Holdings, each a "**Grantor**", and collectively, the "**Grantors**"), and OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, STG-Fairway Cooperatief U.A., a Dutch cooperative, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent

and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided, that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

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

Borrower:

STG-FAIRWAY ACQUISITIONS, INC.

By:   
Name: William Chisholm  
Title:

Holdings:

STG-FAIRWAY HOLDINGS, INC.

By:   
Name: William Chisholm  
Title:

Subsidiary Guarantors:

STG-FAIRWAY US, INC.

By:   
Name: William Chisholm  
Title:

PRIDEROCK HOLDING COMPANY,  
INC.

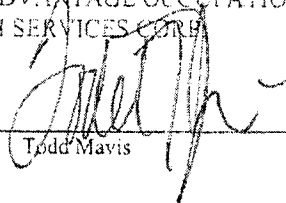
By:   
Name: Todd Mavis  
Title:

ACCUFACTS PRE-EMPLOYMENT  
SCREENING, INC.

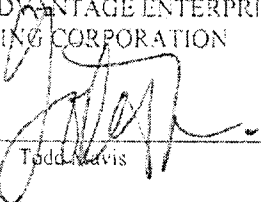
By:   
Name: Todd Mavis  
Title:

Trademark Security Agreement

FIRST ADVANTAGE OCCUPATIONAL  
HEALTH SERVICES CORP.

By:   
Name: Todd Mavis  
Title:

FIRST ADVANTAGE ENTERPRISE  
SCREENING CORPORATION

By:   
Name: Todd Mavis  
Title:

FIRST ADVANTAGE TAX  
CONSULTING SERVICES, LLC

By:   
Name: Todd Mavis  
Title:

FIRST ADVANTAGE BACKGROUND  
SERVICES CORP.

By: \_\_\_\_\_  
Name: Andrew Macdonald  
Title:

FIRST ADVANTAGE LITIGATION  
CONSULTING, LLC

By: \_\_\_\_\_  
Name: Andrew Macdonald  
Title:

Trademark Security Agreement

FIRST ADVANTAGE OCCUPATIONAL  
HEALTH SERVICES CORP.

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:


FIRST ADVANTAGE ENTERPRISE  
SCREENING CORPORATION

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:


FIRST ADVANTAGE TAX  
CONSULTING SERVICES, LLC

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:

FIRST ADVANTAGE BACKGROUND  
SERVICES CORP.

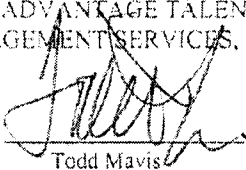
By:   
Name: Andrew Macdonald  
Title:

FIRST ADVANTAGE LITIGATION  
CONSULTING, LLC

By:   
Name: Andrew Macdonald  
Title:

Trademark Security Agreement

FIRST ADVANTAGE TALENT  
MANAGEMENT SERVICES, LLC

By:   
Name: Todd Mavis  
Title:

DECISIONHR USA, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISION PAYROLL SERVICES, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISIONHR, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISIONHR I, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISIONHR II, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

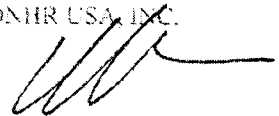
Trademark Security Agreement




FIRST ADVANTAGE TALENT  
MANAGEMENT SERVICES, LLC

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:

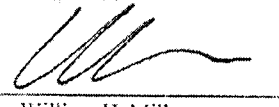
DECISIONHR USA, INC.

By:   
Name: William H. Mills  
Title:

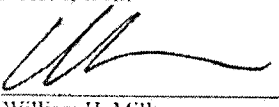
DECISION PAYROLL SERVICES, INC.

By:   
Name: William H. Mills  
Title:

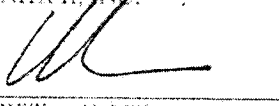
DECISIONHR, INC.

By:   
Name: William H. Mills  
Title:

DECISIONHR I, INC.


By:   
Name: William H. Mills  
Title:

DECISIONHR II, INC.

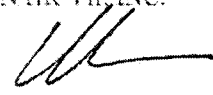
By:   
Name: William H. Mills  
Title:

Trademark Security Agreement


DECISIONHR V, INC.

By:   
Name: William H. Mills  
Title:

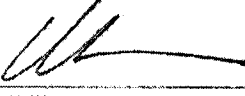
DECISION HR VII, INC.

By:   
Name: William H. Mills  
Title:


DECISIONHR VIII, INC.

By:   
Name: William H. Mills  
Title:

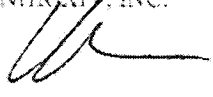
DECISIONHR IX, INC.

By:   
Name: William H. Mills  
Title:

DECISIONHR XIII, INC.

By:   
Name: William H. Mills  
Title:

DECISIONHR XIV, INC.

By:   
Name: William H. Mills  
Title:

Trademark Security Agreement

DECISIONH2 30, INC.

By: 

Name: William H. Mills

Title:

FIRST ADVANTAGE COREFACTS, INC.

By: \_\_\_\_\_

Name: Andrew Macdonald

Title:

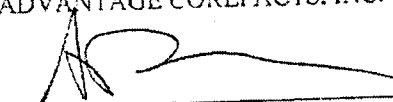
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004455 FRAME: 0800**

DECISIONHR 30, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

FIRST ADVANTAGE COREFACTS. INC.

By:   
Name: Andrew Macdonald  
Title:

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004455 FRAME: 0801**

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as  
Collateral Agent

By: 

Name:

David Hollander

Title:

Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004455 FRAME: 0802**

Schedule I

I. Trademarks:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
US	BACKTRACK	Registered	2,633,792	10/15/2002	STG-Fairway US, Inc.
US	CHECKING THE PAST PROTECTING YOUR FUTURE	Registered	2,554,571	4/2/2002	STG-Fairway US, Inc.
US	ESAMI	Registered	2,992,773	9/6/2005	STG-Fairway US, Inc.
US	ESAMI (and design)	Registered	2,944,263	4/26/2005	STG-Fairway US, Inc.
US	FIRST ADVANTAGE	Registered	3,161,546	10/24/2006	STG-Fairway US, Inc.
US	FIRST ADVANTAGE	Registered	3,616,029	5/5/2009	STG-Fairway US, Inc.
US	FIRST ADVANTAGE FACTS FIRST (and design)	Registered	3,377,146	2/5/2008	STG-Fairway US, Inc.
US	GLOBAL RPM	Registered	3,665,783	8/11/2009	STG-Fairway US, Inc.
US	HIREAPP	Registered	2,640,982	10/22/2002	STG-Fairway US, Inc.
US	HIRECHECK	Registered	2,651,625	11/19/2002	STG-Fairway US, Inc.
US	HIRECHECK (and design)	Registered	2,648,979	11/12/2002	STG-Fairway US, Inc.
US	IDENTITY	Registered	3,372,732	1/22/2008	STG-Fairway US, Inc.
US	MYADVANTAGE	Registered	3,489,588	8/19/2008	STG-Fairway US, Inc.
US	OWNERPASS	Registered	3,157,350	10/17/2006	STG-Fairway US, Inc.
US	PROJECTIX	Registered	2,682,470	2/4/2003	STG-Fairway US, Inc.

<u>Jurisdiction</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
US	SAMI	Registered	1,831,771	4/19/1994	STG-Fairway US, Inc.
US	SKILLCHECK	Registered	1,977,617	6/4/1996	STG-Fairway US, Inc.
US	TALENTSCOUT (US)	Registered	3,261,844	7/10/2007	STG-Fairway US, Inc.
US	VERIFYDIRECT	Registered	3,517,658	10/14/2008	STG-Fairway US, Inc.
US	DESIGN ONLY	Registered	3,377,145	2/5/2008	STG-Fairway US, Inc.

II. Trademark Applications:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
US	BETTERHIRES BETTERBUSINESS	Pending	85/138,552	9/27/2010	STG-Fairway US, Inc.