

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STG-FAIRWAY HOLDINGS, INC.		11/23/2011	CORPORATION: DELAWARE
STG-FAIRWAY ACQUISITIONS, INC.		11/23/2011	CORPORATION: DELAWARE
STG-FAIRWAY US, INC.		11/23/2011	CORPORATION: DELAWARE
FIRST ADVANTAGE OCCUPATIONAL HEALTH SERVICES CORP.		11/23/2011	CORPORATION: FLORIDA
ACCUFACFS PRE-EMPLOYMENT SCREENING, INC.		11/23/2011	CORPORATION: DELAWARE
FIRST ADVANTAGE ENTERPRISE SCREENING CORPORATION		11/23/2011	CORPORATION: DELAWARE
FIRST ADVANTAGE LITIGATION CONSULTING, LLC		11/23/2011	LIMITED LIABILITY COMPANY: VIRGINIA
PRIDEROCK HOLDING COMPANY, INC.		11/23/2011	CORPORATION: ALABAMA
FIRST ADVANTAGE TAX CONSULTING SERVICES, LLC		11/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
FIRST ADVANTAGE BACKGROUND SERVICES CORP.		11/23/2011	CORPORATION: FLORIDA
FIRST ADVANTAGE COREFACTS, INC.		11/23/2011	CORPORATION: CALIFORNIA
FIRST ADVANTAGE TALENT MANAGEMENT SERVICES, LLC		11/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

CH \$515.00 2633792

900207859

TRADEMARK
 REEL: 004665 FRAME: 0882

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2633792	BACKTRACK
Registration Number:	2554571	CHECKING THE PAST. PROTECTING YOUR FUTURE.
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
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	
Registration Number:	3148030	"WHERE TECHNOLOGY MEETS THE COURTROOM"
Serial Number:	85138552	BETTERHIRES BETTERBUSINESS

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Minette M. Tayco
Address Line 1: 515 S. Flower St., 25th Floor
Address Line 2: Paul Hastings LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	FIRSTADVANTAGE: TRADEMARK
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/

TRADEMARK

REEL: 004665 FRAME: 0883

11/23/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 23rd day of November, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 23, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **STG-FAIRWAY HOLDINGS, INC.**, a Delaware corporation ("Parent"), **STG-FAIRWAY ACQUISITIONS, INC.**, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 23, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto other than any United States 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 federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks during the term of the Guaranty and Security Agreement, the provisions of this Trademark Security Agreement shall automatically apply thereto. In accordance with the terms of Section 7(g)(iv) of the Guaranty and Security Agreement, Grantors shall provide a written report to Agent with respect to any such new Trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


STG-FAIRWAY HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Andrew MacDonald
Title: President


STG-FAIRWAY ACQUISITIONS, INC.,
a Delaware corporation

By: 
Name: Andrew MacDonald
Title: President


STG-FAIRWAY US, INC.,
a Delaware corporation

By: 
Name: Andrew MacDonald
Title: President

FIRST ADVANTAGE OCCUPATIONAL HEALTH
SERVICES CORP.,
a Florida corporation

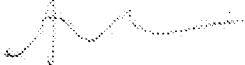
By: 
Name: Andrew MacDonald
Title: President

ACCUFACTS PRE-EMPLOYMENT SCREENING, INC.,
a Delaware corporation

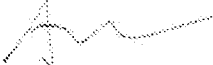
By: 
Name: Andrew MacDonald
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


FIRST ADVANTAGE ENTERPRISE SCREENING
CORPORATION,
a Delaware corporation

By: 
Name: Andrew McDonald
Title: President

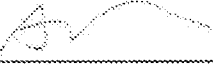
FIRST ADVANTAGE LITIGATION CONSULTING,
LLC,
a Virginia limited liability company

By: 
Name: Andrew McDonald
Title: President

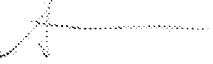
FRIDEROCK HOLDING COMPANY, INC.,
an Alabama corporation

By: 
Name: Andrew McDonald
Title: President

FIRST ADVANTAGE TAX CONSULTING SERVICES,
LLC,
a Delaware limited liability company


By: 
Name: Andrew McDonald
Title: Vice President

FIRST ADVANTAGE BACKGROUND SERVICES
CORP.,
a Florida corporation

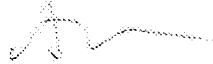
By: 
Name: Andrew McDonald
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

FIRST ADVANTAGE COREFACTS, INC.,
a California corporation

By: 
Name: Andrew Macdonald
Title: President

FIRST ADVANTAGE TALENT MANAGEMENT
SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Andrew Macdonald
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: Jee Hoon Park

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004665 FRAME: 0891

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
STG-Fairway US, Inc.	US	BACKTRACK	2,633,792	10/15/2002
STG-Fairway US, Inc.	US	BETTERHIRES BETTERBUSINES S	(85/138,552)	9/27/2010
STG-Fairway US, Inc.	US	CHECKING THE PAST PROTECTING YOUR FUTURE	2,554,571	4/2/2002
STG-Fairway US, Inc.	US	FIRST ADVANTAGE	3,161,546	10/24/2006
STG-Fairway US, Inc.	US	FIRST ADVANTAGE	3,616,029	5/5/2009
STG-Fairway US, Inc.	US	FIRST ADVANTAGE FACTS FIRST (and design)	3,377,146	2/5/2008
STG-Fairway US, Inc.	US	GLOBAL RPM	3,665,783	8/11/2009
STG-Fairway US, Inc.	US	HIREAPP	2,640,982	10/22/2002
STG-Fairway US, Inc.	US	HIRECHECK	2,651,625	11/19/2002
STG-Fairway US, Inc.	US	HIRECHECK (and design)	2,648,979	11/12/2002
STG-Fairway US, Inc.	US	IDENTITY	3,372,732	1/22/2008
STG-Fairway US, Inc.	US	MYADVANTAGE	3,489,588	8/19/2008

STG-Fairway US, Inc.	US	OWNERPASS	3,157,350	10/17/2006
STG-Fairway US, Inc.	US	PROJECTIX	2,682,470	2/4/2003
STG-Fairway US, Inc.	US	SAMI	1,831,771	4/19/1994
STG-Fairway US, Inc.	US	SKILLCHECK	1,977,617	6/4/1996
STG-Fairway US, Inc.	US	TALENTSCOUT	3,261,844	7/10/2007
STG-Fairway US, Inc.	United Kingdom	TALENTSCOUT	2361109	11/4/2005
STG-Fairway US, Inc.	US	VERIFYDIRECT	3,517,658	10/14/2008
STG-Fairway US, Inc.	Japan (International Register)	VERIFYDIRECT	1028947	11/10/2009
STG-Fairway US, Inc.	US	DESIGN ONLY	3,377,145 (77/060,962)	2/5/2008 (12/11/2006)
STG-Fairway US, Inc.	Canada	ROAD MANAGER	TMA549353	8/6/2001
First Advantage Litigation Consulting, LLC	US	WHERE TECHNOLOGY MEETS THE COURTROOM	3,148,030	9/26/2006
Priderock Holding Company, Inc.	US State – Alabama	ADVANTAGE BIOMETRIC GROUP	112,167	8/4/2010

Trademark Licenses

None.