

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	SECURITY INTEREST																																							
CONVEYING PARTY DATA																																								
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900208004

TRADEMARK
 REEL: 004666 FRAME: 0971

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"

CORRESPONDENCE DATA

Fax Number: (213)629-5063

Phone: 2138924000

Email: mpatterson@milbank.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Melissa Patterson

Address Line 1: 601 S. Figueroa St., 30th Floor

Address Line 4: Los Angeles, CALIFORNIA 90017-5704

ATTORNEY DOCKET NUMBER:	37773.08700
NAME OF SUBMITTER:	Melissa Patterson
Signature:	/Melissa Patterson/
Date:	11/28/2011

Total Attachments: 9

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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of November 23, 2011 (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 administrative agent (in such capacity, the “**Administrative Agent**”) and collateral agent (in such capacity, the “**Collateral Agent**” and together with the Administrative Agent, the “**Agents**”).

WHEREAS, certain parties hereto previously entered into that certain (a) the Guarantee and Collateral Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Existing 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 “**Existing 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 Agents;

WHEREAS, in connection with the Existing Security Agreement, certain parties hereto previously entered into that certain (a) Trademark Security Agreement, dated December 30, 2010 and recorded with the United States Patent and Trademark Office on January 7, 2011 on Reel 004448 and Frame 0770, and (b) Trademark Security Agreement, dated December 30, 2010 and recorded with the United States Patent and Trademark Office on January 18, 2011 on Reel 04455 and Frame 0790 (collectively, as heretofore amended, modified, supplemented and in effect immediately before giving effect to the amendment and restatement thereof contemplated hereby, the “**Existing Trademark Security Agreement**”) with the Borrower, each other entity from time to time party thereto and the Collateral Agent;

WHEREAS, the Existing Credit Agreement is being amended and restated by that certain Amended and Restated Credit Agreement, dated as of November 23, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the Lenders, and the Agents;

WHEREAS, it is a condition precedent to the amendment and restatement of the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of November 23, 2011, in favor of the Collateral Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors 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.

SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. **Effect of Amendment and Restatement of the Existing Trademark Security Agreement.**

(a) On the Closing Date, the Existing Trademark Security Agreement shall be amended and restated in its entirety by this Agreement, and the Existing Trademark Security

Agreement shall thereafter be and shall be deemed replaced and superseded in all respects by this Agreement. The parties hereto acknowledge and agree that (i) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, refinancing, discharge, extinguishment, refunding or termination of the "Obligations" under the Existing Trademark Security Agreement or the other Loan Documents as in effect prior to the Closing Date and which remain outstanding as of the Closing Date, (ii) the "Obligations" under Existing Trademark Security Agreement and the other Loan Documents are in all respects continuing (as amended and restated hereby and which are in all respects hereinafter subject to the terms herein) and (iii) the Liens and security interests as granted under the applicable Loan Documents securing payment of such "Obligations" are in all respects continuing and in full force and effect and are reaffirmed hereby.

(b) On and after the Closing Date, (i) all references to the Existing Trademark Security Agreement or the "Trademark Security Agreement" in the Loan Documents (other than this Agreement) shall be deemed to refer to the Existing Trademark Security Agreement as amended and restated hereby, (ii) all references to any section (or subsection) of the Existing Trademark Security Agreement or the "Trademark Security Agreement" in any Loan Document (but not herein) shall be deemed to refer to the corresponding provisions of this Agreement, and (iii) except as the context otherwise provides, all references to this Agreement herein (including for purposes of indemnification) shall be deemed to be references to the Existing Trademark Security Agreement as amended and restated hereby.

(c) This amendment and restatement is limited as written and is not a consent to any other amendment, restatement or waiver or other modification, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the Loan Documents remain in full force and effect unless otherwise specifically amended hereby or by any other Loan Document.


(d) The Lenders hereby authorize and direct the Collateral Agent to execute and deliver all documents or instruments necessary or advisable to effect this amendment and restatement.

[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.

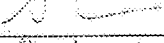
Borrower:

STG-FAIRWAY ACQUISITIONS, INC.

By: 
Name: Andrew MacDonald
Title: President


Holdings:

STG-FAIRWAY HOLDINGS, INC.


By: 
Name: Andrew MacDonald
Title: President

Subsidiary Guarantors:


STG-FAIRWAY US, INC.

By: 
Name: Andrew MacDonald
Title: President

PRIDEROCK HOLDING COMPANY,
INC.

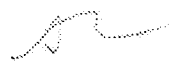
By: 
Name: Andrew MacDonald
Title: President

ACCUFACTS PRE-EMPLOYMENT
SCREENING, INC.

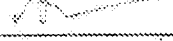
By: 
Name: Andrew MacDonald
Title: President

Amended and Restated Trademark Security Agreement

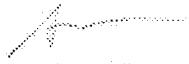
FIRST ADVANTAGE OCCUPATIONAL
HEALTH SERVICES CORP.

By: 
Name: Andrew Macdonald
Title: President

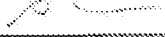
FIRST ADVANTAGE ENTERPRISE
SCREENING CORPORATION

By: 
Name: Andrew Macdonald
Title: President

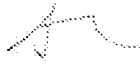
FIRST ADVANTAGE TAX
CONSULTING SERVICES, LLC

By: 
Name: Andrew Macdonald
Title: Vice President

FIRST ADVANTAGE BACKGROUND
SERVICES CORP.

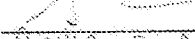
By: 
Name: Andrew Macdonald
Title: President

FIRST ADVANTAGE LITIGATION
CONSULTING, LLC


By: 
Name: Andrew Macdonald
Title: President

Amended and Restated Trademark Security Agreement

FIRST ADVANTAGE TALENT
MANAGEMENT SERVICES, LLC

By: 
Name: Andrew MacDonald
Title: president

FIRST ADVANTAGE COREFACTS, INC.

By: 
Name: Andrew MacDonald
Title: president

Amended and Restated Trademark Security Agreement

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 

Name: David A. Hollander

Title: Vice President

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 004666 FRAME: 0979

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
Prideroock Holding Company, Inc.	US State – Alabama	ADVANTAGE BIOMETRIC GROUP	112,167	8/4/2010

Trademark Licenses

None.