

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
Sterling Infosystems, Inc.		02/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3641301	STERLING INFOSYSTEMS
Registration Number:	2837606	"HOW WELL DO YOU KNOW THE PERSON YOU ARE ABOUT TO HIRE?"
Registration Number:	2894405	STERLING TESTING SYSTEMS

CORRESPONDENCE DATA

Fax Number: (312)803-5299
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1948173
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NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/02/2012
Total Attachments: 6 source=sterling info trademark ip short form#page1.tif source=sterling info trademark ip short form#page2.tif source=sterling info trademark ip short form#page3.tif source=sterling info trademark ip short form#page4.tif source=sterling info trademark ip short form#page5.tif source=sterling info trademark ip short form#page6.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("*Agreement*"), effective as of February 1, 2012 is made by Sterling Infosystems, Inc., a Delaware corporation located at 249 West 17th Street, New York, NY 10011 (the "*Grantor*"), in favor of General Electric Capital Corporation, 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 February 1, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Sterling Infosystems Holdings, Inc. ("*Holdings*"), Sterling Infosystems, Inc. (the "*Borrower*"), the Administrative Agent, the Lenders party thereto from time to time and RBS Citizens, N.A., as the Syndication 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 February 1, 2012, 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.


STERLING INFOSYSTEMS, INC.

By: 
Name: Andrew Reiben
Title: CFO
Date:

Signature Page to Grant of Security Interest in Trademark Rights (Sterling Infosystems, Inc.)

TRADEMARK
REEL: 004710 FRAME: 0160

GENERAL ELECTRIC CAPITAL CORPORATION, as
Administrative Agent for the Secured Parties

By: 
Name: Craig Gallehugh
Title: Director
Date:

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Schedule A

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	STERLING INFOSYSTEMS	3,641,301	6/16/2009	Sterling Infosystems, Inc.
United States	“HOW WELL DO YOU KNOW THE PERSON YOU ARE ABOUT TO HIRE”	2,837,606	5/4/2004	Sterling Infosystems, Inc.
United States	STERLING TESTING SYSTEMS	2,894,405	10/19/2004	Sterling Infosystems, Inc.

SCHEDULE A
(to Grant of Security in Trademark Rights)