

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT NUMBER ONE TO AMENDED TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FINDLY, LLC		11/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.
<b>Street Address:</b>	2951 28th Street, 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: 14**

Property Type	Number	Word Mark
Registration Number:	3662639	ALLIANCEQ
Registration Number:	3662679	ALLIANCE Q BY CORPORATIONS, FOR CORPORATIONS
Registration Number:	3683092	Q-FILTER
Registration Number:	3683093	Q-PROTECT
Registration Number:	3686068	Q-MATCH
Registration Number:	3698189	MILLIONS OF CANDIDATES, EXACT MATCHES
Registration Number:	3759581	YOUR 24X7 PERSONAL JOB HUNTER
Registration Number:	3759598	OPEN SOURCE TALENT NETWORK
Registration Number:	3759615	THE OPEN TALENT NETWORK
Registration Number:	3908063	FIND.LY
Registration Number:	3928292	TALENT HIVE
Registration Number:	3949303	FIND.LY
Registration Number:	4074314	

CH \$365.00 3662639

Registration Number:

4081517

SAFE PROFILE SHARER

**CORRESPONDENCE DATA**

Fax Number:

2138925163

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

Phone:

213-892-4000

Email:

lrizzo@milbank.com

Correspondent Name:

Milbank, Tweed, Hadley & McCloy LLP

Address Line 1:

601 South Figueroa Street, Suite 3000

Address Line 4:

Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:

37773-08700

NAME OF SUBMITTER:

Chris L. Holm

Signature:

/Chris L. Holm/

Date:

11/29/2012

**Total Attachments: 8**

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**AMENDMENT NUMBER ONE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of November 21, 2012 (this "Amendment"), is delivered pursuant to that certain Amended and Restated Trademark Security Agreement, dated as of November 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among New Grantor (defined below), Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **OBSIDIAN AGENCY SERVICES, INC.**, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Credit Agreement (as defined in the Trademark Security Agreement).

**WHEREAS**, Grantors (other than New Grantor) and Collateral Agent are parties to the Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on November 28, 2011 at Reel 004666, Frame 0971; and

**WHEREAS**, Grantors and Collateral Agent wish to amend the Trademark Security Agreement by joining Findly, LLC, a Delaware limited liability company ("New Grantor") and by amending Schedule I to the Trademark Security Agreement to add certain Trademarks to the Trademark Collateral, and have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral.

2. Each Grantor and Collateral Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule I attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, WAIVER OF JURY TRIAL AND JURISDICTION SET FORTH IN SECTIONS 9.07, 9.11 AND 9.15, RESPECTIVELY, OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

5. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

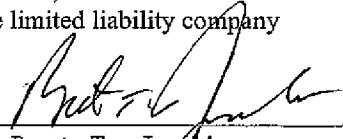
6. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

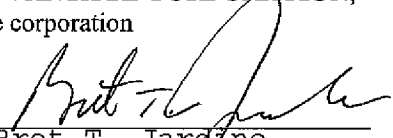
**NEW GRANTOR:**

**FINDLY, LLC,**  
a Delaware limited liability company

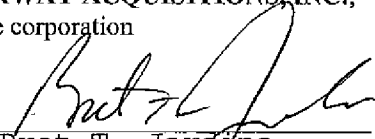
By:   
Name: Bret T. Jardine  
Title: Secretary

**GRANTORS:**

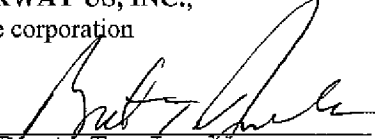
**FIRST ADVANTAGE CORPORATION,**  
a Delaware corporation

By:   
Name: Bret T. Jardine  
Title: Secretary

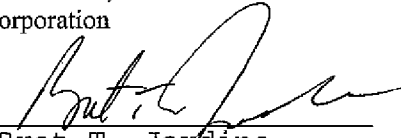
**STG-FAIRWAY ACQUISITIONS, INC.,**  
a Delaware corporation

By:   
Name: Bret T. Jardine  
Title: Secretary

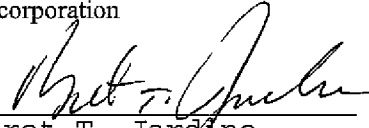
**STG-FAIRWAY US, INC.,**  
a Delaware corporation

By:   
Name: Bret T. Jardine  
Title: Secretary


**FIRST ADVANTAGE OCCUPATIONAL HEALTH SERVICES CORP.,**  
a Florida corporation

By:   
Name: Bret T. Jardine  
Title: Secretary

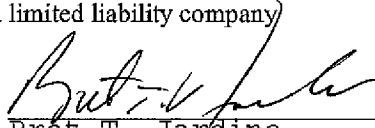
**ACCUFACTS PRE-EMPLOYMENT SCREENING, INC.,**  
a Delaware corporation

By:   
Name: Bret T. Jardine  
Title: Secretary

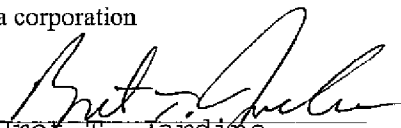
**FIRST ADVANTAGE ENTERPRISE SCREENING CORPORATION,**  
a Delaware corporation

By:   
Name: Bret T. Jardine  
Title: Secretary

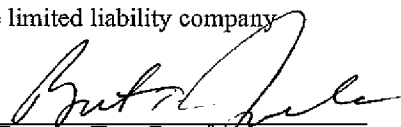
**FIRST ADVANTAGE LITIGATION CONSULTING, LLC,**  
a Virginia limited liability company

By:   
Name: Bret T. Jardine  
Title: Secretary

**PRIDEROCK HOLDING COMPANY, INC.,**  
an Alabama corporation

By:   
Name: Bret T. Jardine  
Title: Secretary

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

By:   
Name: Bret T. Jardine  
Title: Secretary

**FIRST ADVANTAGE BACKGROUND SERVICES  
CORP.,**

a Florida corporation

By: 

Name: Bret T. Jardine

Title: Secretary

**FIRST ADVANTAGE COREFACTS, INC.,**

a California corporation

By: 

Name: Bret T. Jardine

Title: Secretary

**FIRST ADVANTAGE TALENT MANAGEMENT  
SERVICES, LLC,**

a Delaware limited liability company

By: 

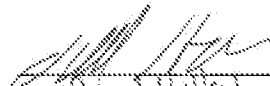
Name: Bret T. Jardine

Title: Secretary

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

OBSIDIAN AGENCY SERVICES, INC.

By:   
Name: David Hollander  
Title: vice president



SCHEDULE I  
to  
AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Findly, LLC	Australia	AllianceQ	10743061	N/A
Findly, LLC	Australia	AllianceQ	10766881	N/A
Findly, LLC	Canada	AllianceQ	TMA755484	20091216
Findly, LLC	Canada	Zabdo	1465414	20100111
Findly, LLC	Canada	find.ly	1484480	20100610
Findly, LLC	New Zealand	StaffCV	674467	N/A
Findly, LLC	New Zealand	Careers That Invite You	725915	N/A
Findly, LLC	New Zealand	AllianceQ	790461	N/A
Findly, LLC	New Zealand	AllianceQ	791196	N/A
Findly, LLC	United States	AllianceQ	3662639	20090804
Findly, LLC	United States	AllianceQ	3662679	20090804
Findly, LLC	United States	Q-Filter	3683092	20090915
Findly, LLC	United States	Q-Protect	3683093	20090915
Findly, LLC	United States	Q-Match	3686068	20090922
Findly, LLC	United States	Millions of Candidates, Exact Matches	3698189	20091020
Findly, LLC	United States	Your 24x7 Personal Job Hunter	3759581	20100309
Findly, LLC	United States	Open Source Talent Network	3759598	20100309
Findly, LLC	United States	The Open Talent Network	3759615	20100309
Findly, LLC	United States	find.ly logo	3908063	20110118
Findly, LLC	United States	Talent Hive	3928292	20110308
Findly, LLC	United States	find.ly	3949303	20110419
Findly, LLC	United	find.ly bee device	4074314	20111220

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
	States			
Findly, LLC	United States	Safe Profile Sharer	4081517	20120103

**Trademark Licenses**

None.