

## 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
STF-Fairway U.S., LLC		02/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 N. Tryon St., Mail Code: NC1-007-17-11		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2633792	BACKTRACK	
Registration Number:	4077885	BETTERHIRES BETTERBUSINESS	
Registration Number:	3161546	FIRST ADVANTAGE	
Registration Number:	3616029	FIRST ADVANTAGE	
Registration Number:	3665783	GLOBAL RPM	
Registration Number:	2640982	HIREAPP	
Registration Number:	3489588	MYADVANTAGE	
Registration Number:	1831771	SAMI	
Registration Number:	1977617	SKILLCHECK	
Registration Number:	3261844	TALENTSCOUT	
Registration Number:	3517658	VERIFYDIRECT	
Serial Number:	85880055	CONSILIO	
Serial Number:	85880241		
Serial Number:	86163629		

TRADEMARK

Registration Number:	3372732	IDENTITY
Registration Number:	3157350	OWNERPASS

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x 62348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	015040-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/14/2014

Total Attachments: 5  
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**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**, dated as of February 13, 2014 (this "Supplement"), to that certain Trademark Security Agreement, dated as of February 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **BANK OF AMERICA, N.A.**, in its capacity as the administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Administrative 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**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 11, 2013 at Reel 4977, Frame 0710; and

**WHEREAS**, STG-Fairway U.S., LLC ("New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Trademark Security Agreement as consideration for Loans previously made.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Grantor and the Administrative Agent agree as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, 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 to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below).

2. New Grantor hereby represents and warrants that set forth on Schedule I to this Supplement is a true and correct schedule of all Trademark Collateral (the "Trademark Collateral"), which 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 Secured Obligations.

3. New Grantor hereby represents and warrants that the representations and warranties in the Trademark Security Agreement, as supplemented by this Supplement, are true and correct in all material respects on and as of the date hereof, as though made on such date.

4. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

5. THIS SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.14 AND 10.15, RESPECTIVELY, OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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

7. This Supplement is a Loan Document.

*[signature pages follow]*

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

**NEW GRANTOR:**

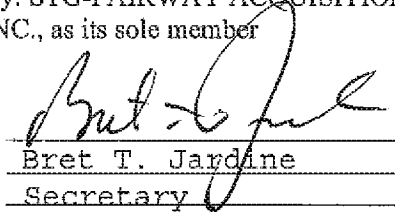
STG-FAIRWAY U.S., LLC

By: STG-FAIRWAY ACQUISITIONS,  
INC., as its sole member

By:

Name:

Title:

  
\_\_\_\_\_  
Bret T. Jardine  
\_\_\_\_\_  
Secretary

[SIGNATURE PAGE TO SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:



BANK OF AMERICA, N.A.

By:   
Name: Alysia Trakas  
Title: Director

[SIGNATURE PAGE TO SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005216 FRAME: 0854

SCHEDULE I  
to  
SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BACKTRACK	Registered	2,633,792	10/15/2002
BETTERHIRES BETTERBUSINESS	Registered	4,077,885	12/27/2011
FIRST ADVANTAGE	Registered	3,161,546	10/24/2006
FIRST ADVANTAGE	Registered	3,616,029	5/5/2009
GLOBAL RPM	Registered	3,665,783	8/11/2009
HIREAPP	Registered	2,640,982	10/22/2002
IDENTITY	Registered	3,372,732	1/22/2008
MYADVANTAGE	Registered	3,489,588	8/19/2008
OWNERPASS	Registered	3,157,350	10/17/2006
SAMI	Registered	1,831,771	4/19/1994
SKILLCHECK	Registered	1,977,617	6/4/1996
TALENTSCOUT	Registered	3,261,844	7/10/2007
VERIFYDIRECT	Registered	3,517,658	10/14/2008
CONSILIO	Registered	4,431,910	11/12/2013
	Registered	4,431,921	11/12/2013
	Pending	App. No. 86/163629	1/13/2014