

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                             |
| NATURE OF CONVEYANCE: | Supplement to Trademark Security Agreement |

CONVEYING PARTY DATA

| Name                  | Formerly | Execution Date | Entity Type                         |
|-----------------------|----------|----------------|-------------------------------------|
| STG-FAIRWAY U.S., LLC |          | 02/13/2014     | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

|                 |                                |
|-----------------|--------------------------------|
| Name:           | Obsidian Agency Services, Inc. |
| Street Address: | 2951 28TH STREET, SUITE 1000   |
| City:           | SANTA MONICA                   |
| State/Country:  | CALIFORNIA                     |
| Postal Code:    | 90405                          |
| Entity Type:    | CORPORATION: CALIFORNIA        |

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: | 3372732  | IDENTITY                   |
| Registration Number: | 3489588  | MYADVANTAGE                |
| Registration Number: | 3157350  | OWNERPASS                  |
| Registration Number: | 1831771  | SAMI                       |
| Registration Number: | 1977617  | SKILLCHECK                 |
| Registration Number: | 3261844  | TALENTSCOUT                |
| Registration Number: | 3517658  | VERIFYDIRECT               |
| Serial Number:       | 85880055 | CONSILIO                   |

**TRADEMARK**

CH \$415.00 2633792

|                |          |  |
|----------------|----------|--|
| Serial Number: | 85880241 |  |
| Serial Number: | 86163629 |  |

**CORRESPONDENCE DATA**

Fax Number:

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

Email: lrizzo@milbank.com

Correspondent Name: Milbank Tweed Hadley & McCloy

Address Line 1: 601 South Figueroa Street, 30th Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

|                         |                 |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 37773.08700     |
| NAME OF SUBMITTER:      | Chris L. Holm   |
| Signature:              | /Chris L. Holm/ |
| Date:                   | 02/18/2014      |

**Total Attachments: 5**

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**EXECUTION VERSION**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**, dated as of February 13, 2014 (this "Supplement"), to that certain Second Amended and Restated 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 **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**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 4, 2013 at Reel 4971, Frame 0348; 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 Collateral 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 Collateral 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:**

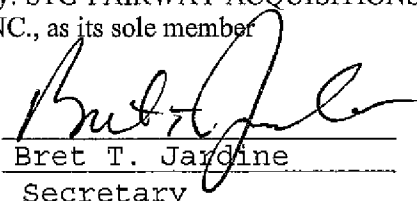
STG-FAIRWAY U.S., LLC

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

By:

Name: Bret T. Jardine

Title: Secretary



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

#4851-6162-3319

**TRADEMARK**  
**REEL: 005218 FRAME: 0316**

COLLATERAL AGENT:

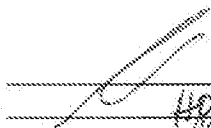
ACCEPTED AND ACKNOWLEDGED BY:

OBSIDIAN AGENCY SERVICES, INC.

By:

Name:

Title:



  
\_\_\_\_\_  
HOWARD LEVIN  
\_\_\_\_\_  
PRESIDENT

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

#4851-6162-3319

TRADEMARK  
REEL: 005218 FRAME: 0317

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<br>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.<br>86/163629 | 1/13/2014        |

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