

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN BACKGROUND INFORMATION SERVICES, INC.		05/13/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT		
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:	2491759	AMERICAN BACKGROUND	
Registration Number:	2491758	AMERICAN BACKGROUND	
Registration Number:	3328515	REDUCED RISK DROPS RIGHT TO THE BOTTOM L	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	025646-0752		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	05/19/2014		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated May 13, 2014, is made by each Person listed on the signature pages hereof (collectively, the "Grantors") in favor of General Electric Capital Corporation, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of May 13, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Sterling Infosystems, Inc., a Delaware corporation ("Borrower"), Sterling Infosystems Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders and Issuers party thereto from time to time and General Electric Capital Corporation, as administrative agent for the Lenders and Issuers and collateral agent for the Secured Parties, and (ii) each Secured Hedging Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Secured Hedging Counterparties have agreed to enter into and/or maintain one or more Secured Hedging Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedging Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Issuers to Issue Letters of Credit, the obligation of the Secured Hedging Counterparties to enter into and/or maintain such Secured Hedging Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated 13, 2014, made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants 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 and interest in, to and under all of the following (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, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, 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 political subdivision thereof, and all extensions and renewals thereof and any amendments thereto, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (C) all extensions and renewals thereof, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world, (f) all rights to sue for past, present and future infringements or dilutions thereof, and (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


STERLING INFOSYSTEMS, INC.,
as Grantor

By: 
Name: Daniel O'Brien
Title: Chief Financial Officer

ABSO,
as Grantor

By: 
Name: Daniel O'Brien
Title: Treasurer

**AMERICAN BACKGROUND
INFORMATION SERVICES, INC.,**
as Grantor

By: 
Name: Daniel O'Brien
Title: Treasurer

BISHOPS SERVICES, INC.,
as Grantor

By: 
Name: Daniel O'Brien
Title: Treasurer

SCREENING INTERNATIONAL LLC,
as Grantor

By: DPO'Brien
Name: Daniel O'Brien
Title: Treasurer

STERLING INFOSYSTEMS - OHIO, INC.,
as Grantor,

By: DPO'Brien
Name: Daniel O'Brien
Title: Treasurer

[Signatures Continue on Following Page]

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Collateral Agent and
Grantee

By: 
Name: *Stephanie Krebs*
Title: Its Duly Authorized Signatory

SCHEDULE A

Trademarks

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	TANDEM	4,203,004	9/4/2012	Sterling Infosystems, Inc.
United States	STERLING	4,170,329	7/10/2012	Sterling Infosystems, Inc.
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.
United States	ARROW Design	4,295,579	2/26/2013	Sterling Infosystems Inc.
United States	STERLINGBACKCHECK	(86/237416)	(3/31/2014)	Sterling Infosystems, Inc.
United States	S Design	(86/237393)	(3/31/2014)	Sterling Infosystems, Inc.
United States	VERIFIED VOLUNTEERS	4,460,320	12/31/2013	Sterling Infosystems, Inc.
United States	VERIFIED VOLUNTEERS logo	(85/875288)	(3/13/2013)	Sterling Infosystems, Inc.
United States	AMERICAN BACKGROUND	2,491,759	9/25/2001	American Background Information Services, Inc.
United States	AMERICAN BACKGROUND and Design	2,491,758	9/25/2001	American Background Information Services, Inc.
United States	REDUCED RISK DROPS RIGHT TO THE BOTTOM LINE.	3,328,515	11/6/2007	American Background Information Services, Inc.
United States	ABSO	3,429,429	5/20/2008	Abso
United States	BISHOPS SERVICES	(85/772653)	(11/6/2012)	Bishops Services, Inc.
United States	BISHOPS	(85772641)	(11/6/2012)	Bishops Services
United States	THINK GLOBALLY. SCREEN LOCALLY.	3,499,729	9/9/2008	Screening International LLC
United States	TRUSST	3,966,358	5/24/2011	Sterling Infosystems-Ohio, Inc.
United States	ACXIOM – ICHECK	3,877,870	11/16/2010	Sterling Infosystems-Ohio, Inc.
United States	BACKGROUND UNIVERSITY	3,617,689	5/5/2009	Sterling Infosystems-Ohio, Inc.