

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Collateral Agent		06/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling Infosystems, Inc.		
Street Address:	1 State Street Plaza		
Internal Address:	24th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
Name:	American Background Information Services, Inc.		
Street Address:	1 State Street Plaza		
Internal Address:	24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: VIRGINIA		
Name:	Bishops Services, Inc.		
Street Address:	1 State Street Plaza		
Internal Address:	24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
Name:	Abso		
Street Address:	1 State Street Plaza		
Internal Address:	24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
TRADEMARK			

Entity Type:	CORPORATION: CALIFORNIA
Name:	Sterling Infosystems-Ohio, Inc.
Street Address:	1 State Street Plaza
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	CORPORATION: ARKANSAS
Name:	Screening International LLC
Street Address:	1 State Street Plaza
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4203004	TANDEM
Registration Number:	4170329	STERLING
Registration Number:	3641301	STERLING INFOSYSTEMS
Registration Number:	2837606	"HOW WELL DO YOU KNOW THE PERSON YOU ARE
Registration Number:	2894405	STERLING TESTING SYSTEMS
Registration Number:	4295579	
Registration Number:	4460320	VERIFIED VOLUNTEERS
Registration Number:	2491759	AMERICAN BACKGROUND
Registration Number:	2491758	AMERICAN BACKGROUND
Registration Number:	3328515	REDUCED RISK DROPS RIGHT TO THE BOTTOM L
Registration Number:	3429429	ABSO
Registration Number:	4586755	BISHOPS SERVICES
Registration Number:	4574277	BISHOPS
Registration Number:	3499729	THINK GLOBALLY. SCREEN LOCALLY.
Registration Number:	3966358	TRUSST
Registration Number:	3877870	ACXIOM I-CHECK
Registration Number:	3617689	BACKGROUND UNIVERSITY
Serial Number:	86237416	STERLINGBACKCHECK
Serial Number:	86237393	S
Serial Number:	85875288	VV

CORRESPONDENCE DATA**Fax Number:** 2128225178*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.***Phone:** 2125305178**Email:** lkass@milbank.com**Correspondent Name:** Milbank, Tweed, Hadley & McCloy, LLP**Address Line 1:** 28 Liberty Street**Address Line 2:** c/o Lawrence Kass**Address Line 4:** New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.77100
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	06/24/2015

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of June 19, 2015 (this "Release"), is made by General Electric Capital Corporation, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of Sterling Infosystems, Inc., a Delaware corporation (the "Borrower"), American Background Information Services, Inc., a Virginia corporation, Bishops Services, Inc., a Delaware Corporation, Abso, a California corporation, Sterling Infosystems-Ohio, Inc., an Arkansas corporation, and Screening International LLC, a Delaware limited liability company, each with an office located at 1 State Street Plaza, 24th Floor, New York, NY 10004 (each, a "Grantor," and collectively, the "Grantors"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Security Agreement (each as defined below), as applicable.

WITNESSETH

WHEREAS, pursuant to that certain 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 the Borrower, Sterling Infosystems Holdings, Inc., the Lenders and Issuers party thereto from time to time, and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered that certain Security Agreement, dated as of May 13, 2014, in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors and the Collateral Agent entered into a Trademark Security Agreement, dated as of May 13, 2014 (the "Trademark Security Agreement"), pursuant to which, as security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor granted 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 then and thereafter 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;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on May 19, 2014 at Reel/Frame Nos. 5282/0564, 5282/0582, 5282/0591, 5282/0600, 5282/0620 and 5282/0629; and

WHEREAS, the Grantors have requested that the Collateral Agent release, and the Collateral Agent agrees to hereby release, its security interest in the Trademark Collateral.

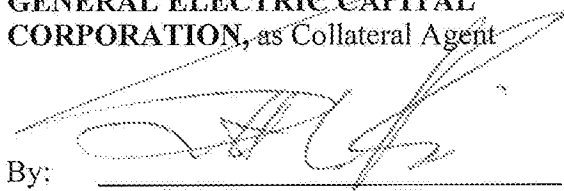
NOW, THEREFORE, the Collateral Agent, without any recourse to the Collateral Agent or any Secured Party and without any representation or warranty being made the Collateral Agent or any Secured Party, and at the Grantors' sole cost and expense, hereby terminates, cancels, releases and discharges fully its security interest in each Grantor's Trademark Collateral, including the trademarks and trademark applications listed on Schedule A attached hereto, and any right, title and interest of the Collateral Agent in the Trademark Collateral shall hereby terminate, cease and become void.

THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

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

A handwritten signature in black ink, appearing to be "J. H. [unclear]", written over a horizontal line.

By: _____

Name:

Title:

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
TANDEM	4,203,004	9/4/2012	Sterling Infosystems, Inc.
STERLING	4,170,329	7/10/2012	Sterling Infosystems, Inc.
STERLING INFOSYSTEMS	3,641,301	6/16/2009	Sterling Infosystems, Inc.
“HOW WELL DO YOU KNOW THE PERSON YOU ARE ABOUT TO HIRE?”	2,837,606	5/4/2004	Sterling Infosystems, Inc.
STERLING TESTING SYSTEMS	2,894,405	10/19/2004	Sterling Infosystems, Inc.
ARROW Design	4,295,579	2/26/2013	Sterling Infosystems, Inc.
STERLINGBACK CHECK	(86/237416)	(3/31/2014)	Sterling Infosystems, Inc.
S Design	(86/237393)	(3/31/2014)	Sterling Infosystems, Inc.
VERIFIED VOLUNTEERS	4,460,320	12/31/2013	Sterling Infosystems, Inc.
VERIFIED VOLUNTEERS logo	(85/875288)	(3/13/2013)	Sterling Infosystems, Inc.
AMERICAN BACKGROUND	2,491,759	9/25/2001	American Background Information Services, Inc.
AMERICAN BACKGROUND and Design	2,491,758	9/25/2001	American Background Information Services, Inc.
REDUCED RISK DROPS RIGHT TO THE BOTTOM LINE.	3,328,515	11/6/2007	American Background Information Services, Inc.
ABSO	3,429,429	5/20/2008	Abso
BISHOPS SERVICES	4,586,755 (85/772653)	8/19/2014 (11/6/2012)	Bishops Services, Inc.
BISHOPS	4,574,277 (85772641)	7/29/2014 (11/6/2012)	Bishops Services, Inc.
THINK GLOBALLY. SCREEN LOCALLY.	3,499,729	9/9/2008	Screening International LLC
TRUSST	3,966,358	5/24/2011	Sterling Infosystems-Ohio, Inc.
ACXIOM I-CHECK	3,877,870	11/16/2010	Sterling Infosystems-Ohio, Inc.
BACKGROUND UNIVERSITY	3,617,689	5/5/2009	Sterling Infosystems-Ohio, Inc.