

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consilio Services LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
First Advantage Background Services Corp.		06/30/2015	CORPORATION:
First Advantage Backtrack Reports, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
First Advantage Corefacts, Inc.		06/30/2015	CORPORATION:
First Advantage Corporation		06/30/2015	CORPORATION:
First Advantage Data Solutions, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
First Advantage Enterprise Screening Corporation		06/30/2015	CORPORATION:
First Advantage Litigation Consulting, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
First Advantage LNS Occupational Health Solutions Inc.		06/30/2015	CORPORATION:
First Advantage LNS Screening Solutions Inc.		06/30/2015	CORPORATION:
First Advantage LNS, Inc.		06/30/2015	CORPORATION:
First Advantage Occupational Health Services Corp.		06/30/2015	CORPORATION:
First Advantage Tax Consulting Services, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
National Credit Audit Corporation		06/30/2015	CORPORATION:
PrideRock Holding Company, Inc.		06/30/2015	CORPORATION:
STG-Fairway Acquisitions, Inc.		06/30/2015	CORPORATION:
STG-Fairway Holdings, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
STG-Fairway US, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
Verifications India Holdings, Inc.		06/30/2015	CORPORATION:
Verifications India Holdings II, Inc.		06/30/2015	CORPORATION:

CH \$540.00 4431910

TRADEMARK

Name	Formerly	Execution Date	Entity Type
Verifications, Inc.		06/30/2015	CORPORATION:

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: 21

Property Type	Number	Word Mark
Registration Number:	4431910	CONSILIO
Registration Number:	2259655	INSTACHECK
Registration Number:	2308060	RESIDENT DATA
Registration Number:	2874057	SKIPWATCH
Registration Number:	1365504	STANTON
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:	4687089	
Registration Number:	3489588	MY ADVANTAGE
Registration Number:	3157350	OWNERPASS
Registration Number:	2682470	PROJECTIX
Registration Number:	1977617	SKILLCHECK
Registration Number:	3261844	TALENTSCOUT
Registration Number:	4431921	
Serial Number:	86304195	BACKGROUND DIRECT
Serial Number:	86602847	GET VERIFIED

CORRESPONDENCE DATA

Fax Number:

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.

Email: Irizzo@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: 601 S. Figueroa Street, 30th Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 37773.08700

NAME OF SUBMITTER: Miguel Ruiz

SIGNATURE: /Miguel Ruiz/

DATE SIGNED: 07/02/2015

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 30, 2015 (this “**Agreement**”), by and among STG-FAIRWAY ACQUISITIONS, INC., a Delaware corporation (the “**Borrower**”), STG-FAIRWAY HOLDINGS, LLC, a Delaware limited liability company (“**Fairway LLC**” or “**Holdings**”), FIRST ADVANTAGE CORPORATION, a Delaware corporation (“**FADV Corp**” or “**Parent**”) and the Subsidiaries of the Borrower, Holdings and each other entity from time to time party hereto (together with the Borrower, Holdings and Parent, each a “**Grantor**”, and collectively, the “**Grantors**”), and OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, the “**Collateral Agent**”).

WHEREAS, certain parties hereto are entering into that certain (a) Second Lien Collateral Agreement dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and the Collateral Agent and (b) Second Lien Credit Agreement dated as of June 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, Holdings, Parent, the lenders from time to time party thereto (the “**Lenders**”), the Collateral Agent and Cortland Capital Market Services LLC, as the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant 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 or interest in or to any and all of the following assets and properties (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, and other source or business identifiers, 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 any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided, that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Borrower:

STG-FAIRWAY ACQUISITIONS, INC.

By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

Holdings:

STG-FAIRWAY HOLDINGS, LLC

By: _____

Name: Mark S. Parise

Title: Chief Executive Officer

Parent:

FIRST ADVANTAGE CORPORATION

By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Borrower:

STG-FAIRWAY ACQUISITIONS, INC.

By: _____

Name: Michael S. Duffey

Title: Chief Financial Officer

Holdings:

STG-FAIRWAY HOLDINGS, LLC

By: _____

Name: Mark S. Parise

Title: Chief Executive Officer

Parent:

FIRST ADVANTAGE CORPORATION

By: _____

Name: Michael S. Duffey

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Subsidiary Guarantors:

STG-FAIRWAY U.S., LLC

By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

PRIDEROCK HOLDING COMPANY, INC.

By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

FIRST ADVANTAGE OCCUPATIONAL HEALTH
SERVICES CORP.

By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

FIRST ADVANTAGE ENTERPRISE SCREENING
CORPORATION

By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

FIRST ADVANTAGE TAX CONSULTING SERVICES,
LLC

By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

FIRST ADVANTAGE BACKGROUND SERVICES
CORP.

By: 

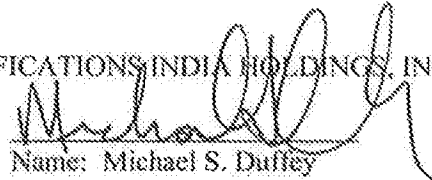
Name: Michael S. Duffey

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

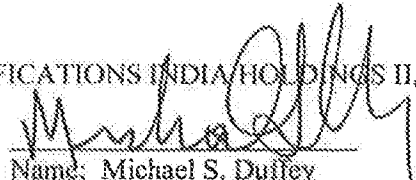
VERIFICATIONS INDIA HOLDINGS, INC.

By:


Name: Michael S. Duffey
Title: Chief Financial Officer


VERIFICATIONS INDIA HOLDINGS II, INC.

By:


Name: Michael S. Duffey
Title: Chief Financial Officer

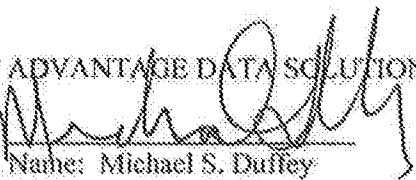
FIRST ADVANTAGE BACKTRACK REPORTS, LLC

By:


Name: Michael S. Duffey
Title: Chief Financial Officer

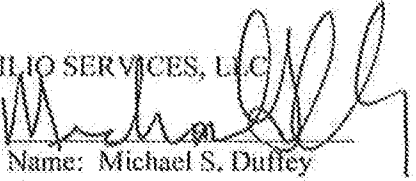
FIRST ADVANTAGE DATA SOLUTIONS, LLC

By:


Name: Michael S. Duffey
Title: Chief Financial Officer

CONSILIO SERVICES, LLC

By:


Name: Michael S. Duffey
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

FIRST ADVANTAGE LNS SCREENING SOLUTIONS,
INC.

By:



Name: Michael S. Duffey

Title: Chief Financial Officer

FIRST ADVANTAGE LNS OCCUPATIONAL HEALTH
SOLUTIONS, INC.

By:

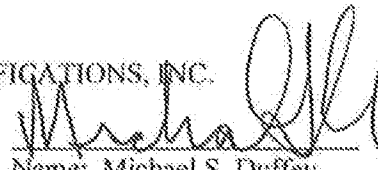


Name: Michael S. Duffey

Title: Chief Financial Officer

VERIFICATIONS, INC.

By:



Name: Michael S. Duffey

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005568 FRAME: 0010

FIRST ADVANTAGE LITIGATION CONSULTING,
LLC

By: 

Name: Andrew Macdonald
Title: President

FIRST ADVANTAGE COREFACTS, INC.

By: 

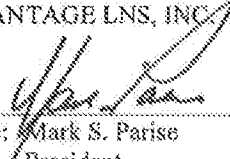
Name: Andrew Macdonald
Title: President

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005568 FRAME: 0011

FIRST ADVANTAGE LNS, INC.

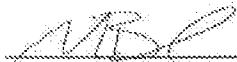
By:


Name: Mark S. Parise
Title: President

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005568 FRAME: 0012

NATIONAL CREDIT AUDIT CORPORATION

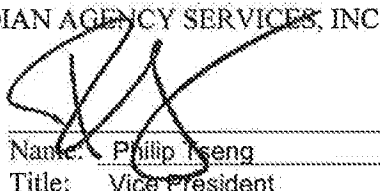
By: 
Name: Marc Bala
Title: President

[Signature Page to Trademark Security Agreement]

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC.

By:


Name: Phillip Tseng

Title: Vice President

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005568 FRAME: 0014

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
US	BACKGROUND DIRECT	Filed	(86/304,195) (ITU)		STG Fairway U.S., LLC
US	Consilio	Registered	4,431,910	11/12/13	STG-Fairway U.S. LLC
US	INSTACHECK	Registered	2,259,655	07/06/1999	STG Fairway U.S., LLC
US	RESIDENT DATA	Registered	2,308,060	01/11/2000	STG Fairway U.S., LLC
US	SKIPWATCH	Registered	2,874,057	08/17/2004	STG Fairway U.S., LLC
US	STANTON	Registered	1,365,504	10/15/1985	STG Fairway U.S., LLC
US	BACKTRACK	Registered	2,633,792	10/15/2002	STG-Fairway U.S., LLC
US	BETTERHIRES BETTERBUSINESS	Registered	4,077,885	12/27/2011	STG-Fairway U.S., LLC
US	FIRST ADVANTAGE	Registered	3,161,546	10/24/2006	STG-Fairway U.S., LLC
US	FIRST ADVANTAGE	Registered	3,616,029	5/5/2009	STG-Fairway U.S., LLC
US	GLOBAL RPM	Registered	3,665,783	8/11/2009	STG-Fairway U.S., LLC
US	GET VERIFIED	Filed	(86/602,847) (ITU)	4/20/15	STG-Fairway U.S., LLC
US	HIREAPP	Registered	2,640,982	10/22/2002	STG-Fairway U.S., LLC
US	IDENTITY	Registered	3,372,732	1/22/2008	STG-Fairway U.S., LLC
US	Miscellaneous Design (Globe Design)	Registered	4,687,089	2/17/15	STG-Fairway U.S., LLC
US	MYADVANTAGE	Registered	3,489,588	8/19/2008	STG-Fairway U.S., LLC
US	OWNERPASS	Registered	3,157,350	10/17/2006	STG-Fairway U.S., LLC
US	PROJECTIX	Registered	2,682,470	2/4/2003	STG-Fairway U.S., LLC

#4829-7984-3621

TRADEMARK
REEL: 005568 FRAME: 0015

<u>Jurisdiction</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
US	SKILLCHECK	Registered	1,977,617	6/4/1996	STG-Fairway U.S., LLC
US	TALENTSCOUT	Registered	3,261,844	7/10/2007	STG-Fairway U.S., LLC
US	DESIGN ONLY	Registered	4,431,921	11/12/2013	STG-Fairway U.S., LLC

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