

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM346713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STG-Fairway Acquisitions, Inc.		06/30/2015	CORPORATION: DELAWARE
STG-Fairway Holdings, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
First Advantage Corporation		06/30/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, NA, as Administrative Agent
<b>Street Address:</b>	100 N. Tryon St., Mail code: NC1-007-17-11
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	Association: UNITED STATES

## 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

TRADEMARK

Property Type	Number	Word Mark
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:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	07/02/2015

#### Total Attachments: 14

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

1. STG-Fairway Acquisitions, Inc.
2. STG-Fairway Holdings, LLC
3. First Advantage Corporation

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other 1. Corp.-DE; 2. LLC-DE; 3. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 30, 2015

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Administrative Agent

Street Address: 100 N. Tryon St., Mail code: NC1-007-17-11

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship USA  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

21

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Elaine Carrera

Signature

June 30, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## 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 BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "**Administrative Agent**").

WHEREAS, certain parties hereto are entering into that certain (a) First 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 Administrative Agent and (b) First 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**") and 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 Administrative 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 Administrative 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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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

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

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

[Trademark Security Agreement Signature Page]



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

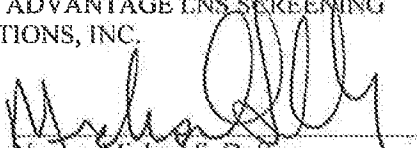
By: 

Name: Michael S. Duffey

Title: Chief Financial Officer

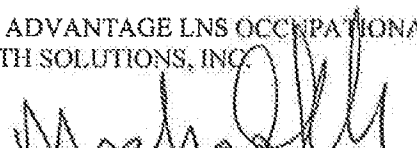
FIRST ADVANTAGE LNS SCREENING  
SOLUTIONS, INC.

By:

  
Name: Michael S. Duffey  
Title: Chief Financial Officer

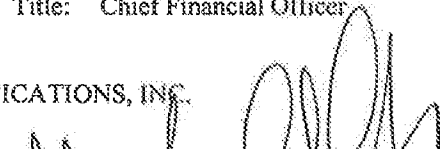
FIRST ADVANTAGE LNS OCCUPATIONAL  
HEALTH SOLUTIONS, INC.

By:

  
Name: Michael S. Duffey  
Title: Chief Financial Officer

VERIFICATIONS, INC.

By:

  
Name: Michael S. Duffey  
Title: Chief Financial Officer

FIRST ADVANTAGE LITIGATION CONSULTING,  
LLC

By: 

Name: Andrew Macdonald  
Title: President

FIRST ADVANTAGE COREFACTS, INC.

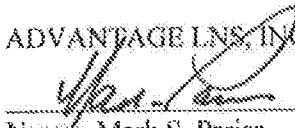
By: 

Name: Andrew Macdonald  
Title: President

[Signature Page to Trademark Security Agreement]

FIRST ADVANTAGE LNS, INC.

By:

  
Name: Mark S. Parise  
Title: President

[Signature Page to Trademark Security Agreement]

NATIONAL CREDIT AUDIT CORPORATION

By:   
Name: Marc Bala  
Title: President

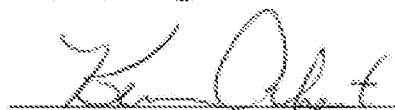
[Trademark Security Agreement Signature Page]

**TRADEMARK**  
**REEL: 005568 FRAME: 0289**

Administrative Agent:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:

A handwritten signature in black ink, appearing to read "Kevin L. Ahart", written over a horizontal line.

Name: Kevin L. Ahart

Title: Vice President

[Signature Page to Trademark Security Agreement]

**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

<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