

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433501

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|------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KEYBANK NATIONAL ASSOCIATION | | 06/30/2017 | National Banking Association: UNITED STATES |
| 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: | 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: | 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 | | |
| TRADEMARK | | | |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------|
| Serial Number: | 77813567 | ACXIOM I-CHECK |
| Serial Number: | 75661659 | AMERICAN BACKGROUND |
| Serial Number: | 75661658 | AMERICAN BACKGROUND |
| Serial Number: | 85673844 | |
| Serial Number: | 78485087 | BACKCHECK |
| Serial Number: | 78957814 | BACKGROUND UNIVERSITY |
| Serial Number: | 85772641 | BISHOPS |
| Serial Number: | 85772653 | BISHOPS SERVICES |
| Serial Number: | 86237393 | S |
| Serial Number: | 85326215 | STERLING |
| Serial Number: | 78865481 | STERLING INFOSYSTEMS |
| Serial Number: | 76498937 | STERLING TESTING SYSTEMS |
| Serial Number: | 86237416 | STERLINGBACKCHECK |
| Serial Number: | 85206441 | TANDEM |
| Serial Number: | 85165037 | TRUSST |
| Serial Number: | 85875276 | VERIFIED VOLUNTEERS |
| Serial Number: | 85875288 | VV |

CORRESPONDENCE DATA

Fax Number: 2128225096

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: nbrowand@milbank.com

Correspondent Name: MILBANK, TWEED, HADLEY & MCCLOY LLP

Address Line 1: 28 LIBERTY STREET

Address Line 2: ATTN: NATHANIEL T. BROWAND

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 30045.77100

NAME OF SUBMITTER: Nathaniel T. Browand

SIGNATURE: /Nathaniel T. Browand/

DATE SIGNED: 06/30/2017

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of June 30, 2017, by **KeyBank National Association**, in its capacity as administrative agent (in such capacity, the “Administrative Agent”), in favor of **Sterling Infosystems, Inc., Sterling Infosystems – Ohio, Inc., American Background Information Services, Inc. and Bishops Services, Inc.** (individually, a “Grantor”, and, collectively, the “Grantors”) pursuant to that certain Second Lien Credit Agreement, dated June 19, 2015 (as amended by the First Amendment to Second Lien Credit Agreement, dated as of January 27, 2016, the “Second Lien Credit Agreement”), by and among Sterling Intermediate Corp., a Delaware corporation, as parent (the “Parent”), Sterling Midco Holdings, Inc., a Delaware corporation, as borrower (the “Borrower”), the other Guarantors party thereto from time to time, the lenders party thereto from time to time, certain other parties thereto and KeyBank National Association (“KeyBank”), as Administrative Agent and as Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement (defined below), or if not defined therein, in the Second Lien Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of June 19, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) in favor of the Administrative Agent, pursuant to which the applicable Grantor executed and delivered (i) that certain Second Lien Trademark Security Agreement, dated as of June 19, 2015, by and among Sterling Infosystems, Inc., Sterling Infosystems – Ohio, Inc., American Background Information Services, Inc., Bishops Services, Inc. and KeyBank (the “Second Lien Trademark Security Agreement”), (ii) that certain Second Lien Trademark Security Agreement, dated as of January 27, 2016, by and among TalentWise, Inc. and KeyBank (the “TalentWise Second Lien Trademark Security Agreement”) and (iii) that certain Second Lien Trademark Security Agreement, dated as of January 27, 2016, by and among employeescreenIQ, Inc. and KeyBank (the “ESIQ Second Lien Trademark Security Agreement”, and, together with the Second Lien Trademark Security Agreement and the TalentWise Second Lien Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of their right, title and interest in, to and under all of the following Collateral of the Grantors: (a) Trademarks of the Grantors identified in Schedule A attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and all rights corresponding thereto throughout the world; (c) all claims and rights to recover for past, present and future infringement or dilution of or injury with respect to any of the foregoing; and (d) any and all Proceeds (as defined in the Second Lien Credit Agreement) of or arising from any of the foregoing (collectively, the “Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5560, Frame 0307 on June 24, 2015;

WHEREAS, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of each Grantor in the Collateral, and to reconvey any and all rights in the Collateral to each Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges, with respect to each applicable Grantor, all of its lien on and security interest in and to all of each Grantor's right, title, and interest in, to and under the Collateral, and re-assigns to each applicable Grantor any and all right, title or interest it may have in such Collateral.

The Administrative Agent hereby authorizes each Grantor, or each Grantor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Collateral. The Administrative Agent agrees to execute and deliver to each Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreements.

THIS RELEASE OF SECURITY INTEREST IN COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.


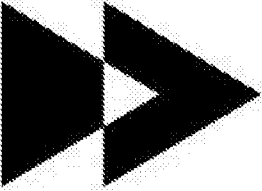

KEYBANK NATIONAL ASSOCIATION,
as the Administrative Agent and Collateral
Agent


By:


Name: Alison M. Sammon
Title: Director

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

| Mark | Country | Owner | Case Status | Application No. | Reg. Date (App. Date) | Registration No. |
|--|--------------------------|--|---------------------|------------------------|------------------------------|-------------------------|
| ACXIOM I-CHECK | United States of America | Sterling Infosystems - Ohio, Inc. | Registered | 77/813567 | 11/16/2010 | 3877870 |
| AMERICAN BACKGROUND | United States of America | American Background Information Services, Inc. | Registered | 75/661659 | 9/25/2001 | 2491759 |
| AMERICAN BACKGROUND DESIGN  | United States of America | American Background Information Services, Inc. | Registered | 75/661658 | 9/25/2001 | 2491758 |
| ARROW DESIGN  | United States of America | Sterling Infosystems, Inc. | Registered | 85/673844 | 2/26/2013 | 4295579 |
| BACKCHECK | United States of America | Sterling Infosystems, Inc. | Registered | 78/485087 | 12/19/2006 | 3187992 |
| BACKGROUND UNIVERSITY | United States of America | Sterling Infosystems - Ohio, Inc. | Registered | 78/957814 | 5/5/2009 | 3617689 |
| BISHOPS | United States of America | Bishops Services, Inc. | Registered | 85/772641 | 7/29/2014 | 4574277 |
| BISHOPS SERVICES | United States of America | Bishops Services, Inc. | Registered | 85/772653 | 8/19/2014 | 4586755 |
| INTERLOCKING SHAPES Design  | United States of America | Sterling Infosystems, Inc. | Application allowed | 86/237393 | | |

| Mark | Country | Owner | Case Status | Application No. | Reg. Date (App. Date) | Registration No. |
|--|--------------------------|-----------------------------------|-------------|-----------------|-----------------------|------------------|
| STERLING | United States of America | Sterling Infosystems, Inc. | Registered | 85/326215 | 7/10/2012 | 4170329 |
| STERLING INFOSYSTEMS | United States of America | Sterling Infosystems, Inc. | Registered | 78/865481 | 6/16/2009 | 3641301 |
| STERLING TESTING SYSTEMS | United States of America | Sterling Infosystems, Inc. | Registered | 76/498937 | 10/19/2004 | 2894405 |
| STERLINGBACKCHECK | United States of America | Sterling Infosystems, Inc. | Published | 86/237416 | | |
| TANDEM | United States of America | Sterling Infosystems, Inc. | Registered | 85/206441 | 9/4/2012 | 4203004 |
| TRUSST | United States of America | Sterling Infosystems - Ohio, Inc. | Registered | 85/165037 | 5/24/2011 | 3966358 |
| VERIFIED VOLUNTEERS | United States of America | Sterling Infosystems, Inc. | Registered | 85/875276 | 12/31/2013 | 4460320 |
| VERIFIED VOLUNTEERS LOGO  | United States of America | Sterling Infosystems, Inc. | Registered | 85/875288 | 11/25/2014 | 4645835 |