TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM482096

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Grant of Security Interest in Trademark Rights (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
US Investigations Services, LLC		07/12/2018	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3473807	ENSURING A SAFER FUTURE TODAY
Registration Number:	2108939	USIS
Registration Number:	4134049	SITEBOSS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Latham & Watkins LLP c/o Angela M. Amaru **Correspondent Name:**

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042525-0151
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	07/17/2018

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 12, 2018, is made by US Investigations Services, LLC, a Delaware limited liability company ("Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "Agent") in connection with that certain Second Lien Credit Agreement, dated as of July 12, 2018 (as amended, restated, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), Genuine MID Holdings LLC, a Delaware limited liability company ("Holdings"), Genuine Financial Holdings LLC, a Delaware limited liability company (the "Borrower"), the lending institutions from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of July 12, 2018 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and Security Interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "<u>Trademark Collateral</u>"), as collateral security for the prompt and complete performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:
 - a. the Trademarks, including, without limitation, those items listed on <u>Schedule A</u> hereto; and
 - b. all rights, priorities and privileges related thereto throughout the world and all rights to sue at law or in equity for any infringement, dilution, misappropriation or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

provided that, any "intent to use" Trademark applications filed in the United States Patent and Trademark Office will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. Section 1051(c) or 1051(d), respectively, at the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any,

in which, the granting of a Security Interest therein before such time would invalidate or terminate, or adversely affect the enforceability or validity of, such "intent to use" Trademark application or any registration issuing therefrom under applicable federal law, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The lien and Security Interest granted to the Agent herein are granted in furtherance, and not in limitation of, the lien and Security Interest granted to the Secured Parties pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement, the terms of the Credit Agreement, the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- 6. <u>Governing Law</u>: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

US INVESTIGATIONS SERVICES, LLC, as the Grantor

By:

Name: Guy Abramo

Title: President and Chief Executive Officer

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Agent

By:_____Name:

BILL O'DALY

Title:

AUTHORIZED SIGNATORY

By:

Name: Title:

Komal Shah

Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	Reg. Date	Reg. No.
US Investigations Services, LLC	ENSURING A SAFER FUTURE TODAY	7/22/2008	3,473,807
US Investigations Services, LLC	USIS	10/28/2017	2,108,939
US Investigations Services, LLC	SITEBOSS	05/01/2012	4,134,049

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RECORDED: 07/17/2018

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