

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PreCheck, Inc.		01/09/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4992218	EMPLOYCHECK POWERED BY PRECHECK	
<b>Registration Number:</b>	4977576	EMPLOYCHECK	
<b>Registration Number:</b>	4871974	LICENSEMANAGER PRO POWERED BY PRECHECK,	
<b>Registration Number:</b>	4686136	LICENSEMANAGER PRO	
<b>Registration Number:</b>	4551957	NHDB	
<b>Registration Number:</b>	4556050	PRECHECK, INC.	
<b>Registration Number:</b>	3289266	HEALTHCARE EMPLOYMENT VERIFICATION NETWO	
<b>Registration Number:</b>	3289264	PRACTITIONERCHECK	
<b>Registration Number:</b>	3289265	SANCTIONCHECK	
<b>Registration Number:</b>	3289259	STUDENTCHECK	
<b>Registration Number:</b>	3447252	NATIONAL HEALTHCARE DATA BANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	3125778467		
<b>Email:</b>	rebecca.paul@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca A. Paul c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$290.00 4992218

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Rebecca A. Paul
<b>SIGNATURE:</b>	/Rebecca A. Paul/
<b>DATE SIGNED:</b>	01/09/2019
<b>Total Attachments: 5</b> source=7. Trademark Security Agreement (KMR - executed)#page1.tif source=7. Trademark Security Agreement (KMR - executed)#page2.tif source=7. Trademark Security Agreement (KMR - executed)#page3.tif source=7. Trademark Security Agreement (KMR - executed)#page4.tif source=7. Trademark Security Agreement (KMR - executed)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 9th day of January, 2019 by the undersigned "Grantor" (the "Grantor") in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

**WITNESSETH**

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of July 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, CARCO Group, Inc., a Delaware corporation ("CARCO"), Northgate Capital Security Holdings, LLC, a Delaware limited liability company ("Northgate"), PCHK Holdings, LLC, a Delaware limited liability company ("PCHK") and Grantor (collectively, the "Borrowers" and each individually, a "Borrower") (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of July 29, 2016 among Grantee, CRC Parent Inc., a Delaware Corporation ("Holdings"), Grantor, and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), including registrations and applications therefore) together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all income, royalties, products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles

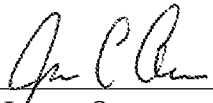
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

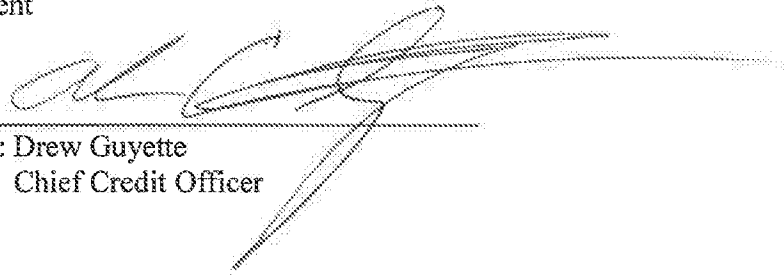
**GRANTOR:**

**PRECHECK, INC.**, a Texas corporation

By:  \_\_\_\_\_  
Name: James Owens  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS,  
LLC,**  
as Agent

By:   
Name: Drew Guyette  
Title: Chief Credit Officer

*Signature Page to Trademark Security Agreement*

**TRADEMARK  
REEL: 006520 FRAME: 0299**

**SCHEDULE A**

<b>Mark</b>	<b>Country/ Region</b>	<b>Application Number</b>	<b>Status</b>	<b>Registration Number</b>	<b>Regis. Date</b>	<b>Owner Information</b>
EMPLOYCHECK POWERED BY PRECHECK	U.S.	86797152	Registered	4992218	7/5/16	PreCheck, Inc.
EMPLOYCHECK	U.S.	86797205	Registered	4977576	6/14/16	PreCheck, Inc.
LICENSEMANAGER PRO POWERED BY PRECHECK, INC.	U.S.	86542941	Registered	4871974	12/15/15	PreCheck, Inc.
LICENSEMANAGER PRO	U.S.	86223400	Registered	4686136	2/10/15	PreCheck, Inc.
NHDB	U.S.	86178667	Registered	4551957	6/17/14	PreCheck, Inc.
PRECHECK, INC.	U.S.	86146900	Registered	4556050	6/24/14	PreCheck, Inc.
HEALTHCARE EMPLOYMENT VERIFICATION NETWORK	U.S.	78947063	Renewed (Registered)	3289266	9/4/07	PreCheck, Inc.
PRACTITIONERCHECK	U.S.	78946320	Registered	3289264	9/4/07	PreCheck, Inc.
SANCTIONCHECK	U.S.	78946344	Registered	3289265	9/4/07	PreCheck, Inc.
STUDENTCHECK	U.S.	78944221	Renewed (Registered)	3289259	9/4/07	PreCheck, Inc.
NATIONAL HEALTHCARE DATA BANK	U.S.	78894336	Renewed (Registered)	3447252	6/10/08	PreCheck, Inc.