

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560126

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STG-Fairway U.S., LLC		01/31/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
Internal Address:	5th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4863363	ACAADVANTAGE
Registration Number:	4778672	BACKGROUND DIRECT
Registration Number:	2633792	BACKTRACK
Registration Number:	4077885	BETTERHIRES BETTERBUSINESS
Registration Number:	3161546	FIRST ADVANTAGE
Registration Number:	3616029	FIRST ADVANTAGE
Registration Number:	4857093	GET VERIFIED
Registration Number:	2640982	HIREAPP
Registration Number:	4863371	HIREIQ
Registration Number:	5408330	INSIGHT ADVANTAGE
Registration Number:	2259655	INSTACHECK
Registration Number:	4687089	
Registration Number:	3489588	MY ADVANTAGE
Registration Number:	5413666	PROFILE ADVANTAGE
Registration Number:	2308060	RESIDENT DATA
Registration Number:	2874057	SKIPWATCH
Registration Number:	1365504	STANTON

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240

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: 8007130755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	02/03/2020

Total Attachments: 6

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Execution Version

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of January 31, 2020 (this "Agreement"), among STG-FAIRWAY U.S., LLC (the "Grantor") and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of January 31, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FASTBALL PARENT, INC., a Delaware corporation ("Holdings"), FASTBALL MERGERSUB, LLC, a Delaware limited liability company ("Merger Sub"), which, on the Effective Date, shall be merged with and into STG-FAIRWAY HOLDINGS, LLC, a Delaware limited liability company ("Target"), with Target surviving such merger as the Borrower), the Lenders party thereto, the Issuing Banks party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent, and (b) the First Lien Collateral Agreement dated as of January 31, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Merger Sub, Target, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 all Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW 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.

STG-FAIRWAY U.S., LLC, as Grantor

By:


Name: David Gamsey
Title: Chief Financial Officer

SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006854 FRAME: 0647

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

By: Lee F. Booth
Name: **Lee F. Booth**
Title: **Assistant Vice President**

Schedule I

I Trademarks and Trademark Applications

Trademark	Registration Number	Serial / Application Number	Jurisdiction	Owner
ACAADVANTAGE	4,863,363	86/678,593	United States	STG-Fairway U.S., LLC
BACKGROUND DIRECT	4,778,672	86/304,195	United States	STG-Fairway U.S., LLC
BACKTRACK	2,633,792	75/697,351	United States	STG-Fairway U.S., LLC
BETTERHIRES BETTERBUSINESS	4,077,885	85/138,552	United States	STG-Fairway U.S., LLC
FIRST ADVANTAGE	3,161,546	78/434,668	United States	STG-Fairway U.S., LLC
FIRST ADVANTAGE	3,616,029	77/613,379	United States	STG-Fairway U.S., LLC
GET VERIFIED	4,857,093	86/602,847	United States	STG-Fairway U.S., LLC
HIREAPP	2,640,982	76/299,953	United States	STG-Fairway U.S., LLC
HIREIQ	4,863,371	86/689,655	United States	STG-Fairway U.S., LLC
INSIGHT ADVANTAGE	5,408,330	87/099,047	United States	STG-Fairway U.S., LLC
INSTACHECK	2,259,655	75/549,212	United States	STG-Fairway U.S., LLC
Miscellaneous Design (Globe Design)	4,687,089	86/163,629	United States	STG-Fairway U.S., LLC
MY ADVANTAGE	3,489,588	77/154,815	United States	STG-Fairway U.S., LLC
PROFILE ADVANTAGE	5,413,666	87/099,037	United States	STG-Fairway U.S., LLC
RESIDENT DATA	2,308,060	75/454,542	United States	STG-Fairway U.S., LLC
SKIPWATCH	2,874,057	76/543,035	United States	STG-Fairway U.S., LLC
STANTON	1365504	73486776	United States	STG-Fairway U.S., LLC