

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carco Group, Inc.		12/08/2021	Corporation: DELAWARE
Netforce Global LLC		12/08/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	MS Private Credit Administrative Services LLC, as Collateral Agent		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3648344	CANDIDATE DIRECT	
Registration Number:	5303315	CISIVE	
Registration Number:	4992218	EMPLOYCHECK POWERED BY PRECHECK	
Registration Number:	4977576	EMPLOYCHECK	
Registration Number:	4295079	EVERIFILE	
Registration Number:	3289266	HEALTHCARE EMPLOYMENT VERIFICATION NETWO	
Registration Number:	5973510	IDVERITY	
Registration Number:	5564128	INTELLICORP	
Registration Number:	2881544	INTELLICORP	
Registration Number:	4686136	LICENSEMANAGER PRO	
Registration Number:	4871974	LICENSEMANAGER PRO POWERED BY PRECHECK,	
Registration Number:	3447252	NATIONAL HEALTHCARE DATA BANK	
Registration Number:	3289264	PRACTITIONERCHECK	
Registration Number:	4556050	PRECHECK, INC.	
Registration Number:	6548492	SAFE19	
Registration Number:	3289265	SANCTIONCHECK	
Registration Number:	3289259	STUDENTCHECK	
Registration Number:	5175749	ESECURE GLOBAL	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	4344415	CONTINUOUS GLOBAL COMPLIANCE MANAGEMENT
Registration Number:	4102595	N
Registration Number:	4102594	N NETFORCE GLOBAL
Registration Number:	4006272	NETFORCE GLOBAL

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	4495892-0002-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/08/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2021 (this “Agreement”), is made between CARCO GROUP, INC., a Delaware corporation having an address of 5000 Corporate Court, Ste. 203, Holtsville, NY 11742 (“CARCO GROUP”); and NETFORCE GLOBAL LLC, a Washington limited liability company having an address of 18 Crow Canyon Court, Suite 310, San Ramon, CA 94583 (“NETFORCE GLOBAL”, and together with CARGO GROUP, the “Grantors” and each individually, a “Grantor”) and MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as collateral agent (in such capacity, the “Collateral Agent”). Reference is made to the Collateral Agreement dated as of December 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Grantor, the other grantors from time to time party thereto, and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Agreement. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Collateral Agreement. 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 the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of the Grantor’s right, title and interest in, to and under its United States registered trademarks and service marks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the business connected with the use of or symbolized by the foregoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Asset, including any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, but only 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 such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date or the other times set forth in Section 6.13 of the Collateral Agreement, the Security Interest granted herein shall immediately and automatically terminate and the Collateral Agent shall promptly execute and deliver to the Grantor any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. 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 5. 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 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CARCO GROUP, INC., as Grantor

By: 
Name: James Owens
Title: Chief Executive Officer & President

NETFORCE GLOBAL LLC, as Grantor

By: Northgate Capital Security Holdings LLC, its sole member

By: 
Name: James Owens
Title: Chief Executive Officer & President

MS PRIVATE CREDIT ADMINISTRATIVE
SERVICES LLC, as Collateral Agent



By: 
Name: Jeffrey Day
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

Mark	Appl. Date	Registration Number	Owner
CANDIDATE DIRECT	01/17/2008	Reg #: 3648344	CARCO GROUP, INC.
Cisive	11/17/2016	Reg #: 5303315	CARCO GROUP, INC.
EMPLOYCHECK POWERED BY PRECHECK	10/23/2015	Reg #: 4992218	CARCO GROUP, INC., doing business as Pre- check
EMPLOYCHECK	10/23/2015	Reg #: 4977576	CARCO GROUP, INC., doing business as Pre- check
EVERIFILE	06/01/2012	Reg #: 4295079	CARCO GROUP, INC.
HEALTHCARE EMPLOYMENT VERIFICATION NETWORK	08/08/2006	Reg #: 3289266	CARCO GROUP, INC., doing business as Pre- check Group,
IDVerity	05/31/2017	Reg #: 5973510	CARCO GROUP, INC.
INTELLICORP	12/04/2017	Reg #: 5564128	CARCO GROUP, INC.
INTELLICORP	05/13/2003	Reg #: 2881544	CARCO GROUP, INC.
LICENSEMANAGER PRO	03/17/2014	Reg #: 4686136	CARCO GROUP, INC., doing business as Pre- check
LICENSEMANAGER PRO POWERED BY PRECHECK, INC.	02/23/2015	Reg #: 4871974	CARCO GROUP, INC., doing business as Pre- check
NATIONAL HEALTHCARE DATA BANK	05/26/2006	Reg #: 3447252	CARCO GROUP, INC., doing business as Pre- check
PRACTITIONERCHECK	08/07/2006	Reg #: 3289264	CARCO GROUP, INC., doing business as Pre- check

PRECHECK, INC.	12/18/2013	Reg #: 4556050	CARCO GROUP, INC., doing business as Pre- check
SAFE19	1/02/2021	Reg. #: 6548492	CARCO GROUP, INC.
SANCTIONCHECK	08/07/2006	Reg #: 3289265	CARCO GROUP, INC., doing business as Pre- check
STUDENTCHECK	08/03/2006	Reg #: 3289259	CARCO GROUP, INC., doing business as Pre- check
ESECURE GLOBAL	08/12/2016	Reg #: 5175749	CARCO GROUP, INC.
CONTINUOUS GLOBAL COMPLIANCE MANAGEMENT	05/28/2013	Reg #: 4344415	NETFORCE GLOBAL LLC
N and Design 	09/16/2011	Reg #: 4102595	NETFORCE GLOBAL LLC
N NETFORCE GLOBAL and Design 	09/16/2011	Reg #: 4102594	NETFORCE GLOBAL LLC
NETFORCE GLOBAL	01/19/2011	Reg #: 4006272	NETFORCE GLOBAL LLC