

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783316

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Security Interest recorded at REEL 6240 / FRAME 0131
RESUBMIT DOCUMENT ID:	900734868
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as collateral agent		11/29/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	STS SID LLC
Street Address:	1 State Street Plaza, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4847191	SUREID
Registration Number:	4856612	SUREID
Registration Number:	2689055	EID
Registration Number:	2883586	EID ACCESS
Registration Number:	2883587	EID ACCESS
Registration Number:	2980776	EID PASSPORT
Registration Number:	2980777	EID PASSPORT
Registration Number:	5337923	WHEN TRUST IS ESSENTIAL, SO ARE WE.
Registration Number:	5367292	SUREID
Registration Number:	5367291	SUREID
Registration Number:	5370746	SUREID
Registration Number:	5370745	SUREID

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 36990.00010

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 01/30/2023

Total Attachments: 11

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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 November 29, 2022, by **KeyBank National Association**, in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of **Bishops Services LLC, Employment Background Investigations, LLC, Sterling Infosystems, Inc. and STS SID LLC** (individually, a “Grantor”, and, collectively, the “Grantors”) pursuant to that certain First Lien Credit Agreement, dated as of June 19, 2015 (as amended by the First Amendment to first Lien Credit Agreement, dated as of January 27, 2016, the Second Amendment to First Lien Credit Agreement, dated as of July 27, 2016 (as amended by the Amendment to Second Amendment to First Lien Credit Agreement, dated as of January 23, 2017), the Third Amendment to First Lien Credit Agreement, dated as of March 24, 2017, the Fourth Amendment to First Lien Credit Agreement, dated as of June 30, 2017, and the Fifth Amendment to First Lien Credit Agreement, dated as of October 5, 2017, as further amended by the Successor Borrower Assumption and Reaffirmation Agreement, dated as of December 31, 2017, as further amended by the Sixth Amendment to First Lien Credit Agreement, dated as of August 11, 2021, and as further modified, supplemented, amended, restated amended and restated, extended, renewed or otherwise modified from time to time, being hereinafter referred to as the “Credit Agreement”), among Sterling Infosystems, Inc., a Delaware corporation, as borrower (the “Borrower”), Sterling Intermediate Corp., (the “Parent”), the guarantors party thereto (the “Guarantors” and together with the Borrower, the “Grantors”), the lenders from time to time party thereto and KeyBank National Association, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer (the “Administrative Agent”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the relevant Trademark Security Agreements (defined below), or if not defined therein, in the First Lien Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are a party to that certain First Lien Security Agreement, dated as of June 19, 2015 (as supplemented by Supplement No. 1 to First Lien Security Agreement, dated as of January 27, 2016, Supplement No. 2 to First Lien Security Agreement, dated as of January 27, 2016, Supplement No. 3 to First Lien Security Agreement, dated as of December 29, 2017, Supplement No. 4 to First Lien Security Agreement, dated as of January 28, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”) in favor of KeyBank National Association, as Collateral Agent, pursuant to which the Grantors, in the aggregate and including, where applicable, the predecessor owners of the Trademark Collateral (defined below), executed and delivered the following “Trademark Security Agreements”:

that certain Trademark Security Agreement, dated as of June 19, 2015 (the “June 2015 Trademark Security Agreement”),

that certain Trademark Security Agreement, dated as of January 27, 2016 (the “First January 2016 Trademark Security Agreement”),

that certain Trademark Security Agreement, dated as of January 27, 2016 (the “Second January 2016 Trademark Security Agreement”),

that certain Trademark Security Agreement, dated as of December 29, 2017 (the “December 2017 Trademark Security Agreement”), and

that certain Trademark Security Agreement, dated as of January 28, 2022 (the “January 2022 Trademark Security Agreement”).

WHEREAS, the June 2015 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 24, 2015 at Reel 5560, Frame 0299; the First January 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2016 at Reel 5717, Frame 0571; the Second January 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2016 at Reel 5717, Frame 0584; the December 2017 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 2, 2018 at Reel 6240, Frame 0131; and the January 2022 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2022 at Reel 7597, Frame 0303;

WHEREAS, pursuant to the Trademark Security Agreements, the Grantors pledged and granted to the Collateral 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 Pledged Collateral of such Grantor: Trademarks of each Grantor listed on Schedule A attached hereto (the “Trademark Collateral”);

WHEREAS, the Collateral 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 the Grantors in, to and under the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantors.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, relinquishes and discharges, with respect to each Grantor, all of its lien on and security interest in and to all of such Grantors right, title, and interest in, to and under the Trademark Collateral, including (i) registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor listed on Schedule A; (ii) all income, fees, royalties, damages and payments then and thereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and (iii) all rights to sue for past, present and future infringements thereof; and re-assigns to such Grantor any and all right, title or interest it may have in, to and under such Trademark Collateral.

The Collateral Agent hereby authorizes the Grantors, or the Grantors’ 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 Collateral

Agent's lien on and security interest in the Trademark Collateral. The Collateral Agent agrees to execute and deliver to the Grantors all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which had been granted under the Trademark Security Agreements.

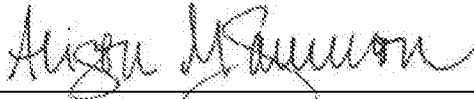
This Release may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by telecopy or other electronic imaging means (including in .pdf or .tif format via electronic mail) shall be effective as delivery of a manually executed counterpart of this Release. It is understood and agreed that, subject to any requirement of law, the words "execution," "signed," "signature," and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) 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 Collateral 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 COLLATERAL AGENT


By: 

Name: Alison Sammon


Title: Managing Director

Accepted and Agreed:


STERLING INFOSYSTEMS, INC.

By: 
Name: Peter Walker
Title: Executive Vice President, Chief Financial
Officer and Treasurer


BISHOPS SERVICES LLC

By: 
Name: Peter Walker
Title: Executive Vice President, Chief Financial
Officer and Treasurer

EMPLOYMENT BACKGROUND INVESTIGATIONS, LLC.

By: 
Name: Peter Walker
Title: Executive Vice President, Chief Financial
Officer and Treasurer

STS SID LLC.

By: 
Name: Peter Walker
Title: Executive Vice President, Chief Financial
Officer and Treasurer



[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL]


TRADEMARK
REEL: 007968 FRAME: 0258

SCHEDULE A




TRADEMARK

REEL 5560 / FRAME 0299

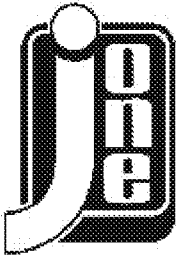

Trademark	Registration Date	Registration No.	Owner
ACXIOM I-CHECK	11/16/2010	3877870	Sterling Infosystems, Inc.
AMERICAN BACKGROUND	9/25/2001	2491759	Sterling Infosystems, Inc.
AMERICAN BACKGROUND DESIGN 	9/25/2001	2491758	Sterling Infosystems, Inc.
	2/26/2013	4295579	Sterling Infosystems, Inc.
BACKCHECK	12/19/2006	3187992	Sterling Infosystems, Inc.
BACKGROUND UNIVERSITY	5/5/2009	3617689	Sterling Infosystems, Inc.
BISHOPS	7/29/2014	4574277	Bishops Services LLC
BISHOPS SERVICES	8/19/2014	4586755	Bishops Services LLC
STERLING	7/10/2012	4170329	Sterling Infosystems, Inc.
INTERLOCKING SHAPES Design 	11/16/2010	4773816	Sterling Infosystems, Inc.

Trademark	Registration Date	Registration No.	Owner
STERLING INFOSYSTEMS	6/16/2009	3641301	Sterling Infosystems, Inc.
STERLING TESTING SYSTEMS	10/19/2004	2894405	Sterling Infosystems, Inc.
STERLINGBACKCHECK	1/5/2016	4882235	Sterling Infosystems, Inc.
TANDEM	9/4/2012	4203004	Sterling Infosystems, Inc.
TRUSST	5/24/2011	3966358	Sterling Infosystems, Inc.
VERIFIED VOLUNTEERS	12/31/2013	4460320	Sterling Infosystems, Inc.
VERIFIED VOLUNTEERS LOGO 	11/25/2014	4645835	Sterling Infosystems, Inc.



REEL 6240 / FRAME 0131

Trademark	Registration Date	Registration No.	Owner
SUREID	11/3/2015	4847191	STS SID LLC
SUREID (Design)	11/17/2015	4856612	STS SID LLC
EID	2/18/2003	2689055	STS SID LLC
EID ACCESS and Design	9/14/2004	2883586	STS SID LLC
EID ACCESS	9/14/2004	2883587	STS SID LLC
	8/2/2005	2980776	STS SID LLC
EID PASSPORT	8/2/2005	2980777	STS SID LLC
WHEN TRUST IS ESSENTIAL, SO ARE WE	11/21/2017	5337923	STS SID LLC
	1/2/2018	5367292	STS SID LLC
SUREID	1/2/2018	5367291	STS SID LLC
	1/2/2018	5370746	STS SID LLC
SUREID	1/2/2018	5370745	STS SID LLC

REEL 7597, FRAME 0303

Trademark	Registration Date	Registration No.	Owner
SCREENING NEWS NETWORK	10/12/2021	6515590	Employment Background Investigations, LLC
THE WOW EXPERIENCE	12/3/2019	5925773	Employment Background Investigations, LLC
GO FOR WOW	12/3/2019	5925771	Employment Background Investigations, LLC
ONLY HAPPY PEOPLE DELIVER "HAPPY"	12/3/2019	5925766	Employment Background Investigations, LLC
DELTA TRACKER	12/18/2018	5633584	Employment Background Investigations, LLC
THE SUITE LIFE	12/19/2017	5542443	Employment Background Investigations, LLC
J ONE 	11/12/2013	4431267	Employment Background Investigations, LLC
	10/29/2013	4424276	Employment Background Investigations, LLC
JUST ONE SOLUTION	7/16/2013	4367928	Employment Background Investigations, LLC
BETTER PEOPLE. BETTER TECHNOLOGY. BETTER RESULTS.	10/26/2004	2896786	Employment Background Investigations, LLC
EBI	10/12/2004	2892794	Employment Background Investigations, LLC

REEL 5717 / FRAME 571

MARK	SERIAL NO.	REGISTRATION NO.	DATE REGISTERED	Owner
EMPLOYEESCREEN	78737686	3139190	2006-09-05	Sterling Infossystems, Inc.
EMPLOYEESCREENIQ	77093068	3450318	2008-06-17	Sterling Infossystems, Inc.
EMPLOYEESCREENIQ UNIVERSITY	86619494	4884849	2016-01-12	Sterling Infossystems, Inc.
SMARTER SCREENING. INTELLIGENT HIRING	77122826	3373700	2008-01-22	Sterling Infossystems, Inc.
 [thumbprint logo]	85705813	4341534	2013-05-28	Sterling Infossystems, Inc.
	77330072	3768023	2010-03-30	Sterling Infossystems, Inc.
NO SHORTCUTS	86639300	4880585	2016-01-05	Sterling Infossystems, Inc.

REEL 5717 / FRAME 584

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Owner
TALENTWISE	4093076	1/31/2012	Sterling Infosystems, Inc.
TALENTWISE FASTLANE	(86/736145)	(8/25/2015)	Sterling Infosystems, Inc.
TALENT SHIELD	4313420	4/2/2013	Sterling Infosystems, Inc.