

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FIRST ADVANTAGE BACKGROUND SERVICES CORPORATION		12/30/2010	CORPORATION: FLORIDA
FIRST ADVANTAGE LITIGATION CONSULTING, LLC		12/30/2010	LIMITED LIABILITY COMPANY: VIRGINIA

**RECEIVING PARTY DATA**

Name:	OBSIDIAN AGENCY SERVICES, INC.
Street Address:	2951 28th Street
Internal Address:	Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3021710	HIREYIELD
Registration Number:	2931787	TRUSTAR SOLUTIONS
Registration Number:	3030083	TRUSTAR SOLUTIONS
Registration Number:	3148030	"WHERE TECHNOLOGY MEETS THE COURTROOM"

**CORRESPONDENCE DATA**

Fax Number: (213)629-5063  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213-892-4653  
 Email: bharris@milbank.com  
 Correspondent Name: Benjamin Harris c/o Milbank  
 Address Line 1: 601 S. Figueroa St.

CH \$115.00 3021710

Address Line 2: 30th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 37773-08700

NAME OF SUBMITTER: Benjamin Harris

Signature: /Benjamin Harris/

Date: 01/07/2011

Total Attachments: 12  
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TRADEMARK SECURITY AGREEMENT dated as of December 30, 2010 (this "**Agreement**"), among STG-Fairway Acquisitions, Inc., a Delaware corporation (the "**Borrower**"), STG-Fairway Holdings, Inc., a Delaware corporation ("**Holdings**") and the Subsidiaries of the Borrower, Holdings and each other entity from time to time party hereto (together with the Borrower and Holdings, each a "**Grantor**", and collectively, the "**Grantors**"), and OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, STG-Fairway Cooperatief U.A., a Dutch cooperative, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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 Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent

and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided, that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

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

[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.

Borrower:

STG-FAIRWAY ACQUISITIONS, INC.

By:   
Name: William Chisholm  
Title:

Holdings:

STG-FAIRWAY HOLDINGS, INC.

By:   
Name: William Chisholm  
Title:

Subsidiary Guarantors:

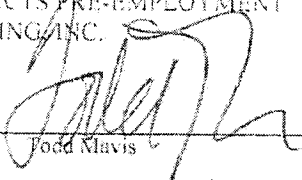
STG-FAIRWAY US, INC.

By:   
Name: William Chisholm  
Title:

PRIDEROCK HOLDING COMPANY,  
INC.

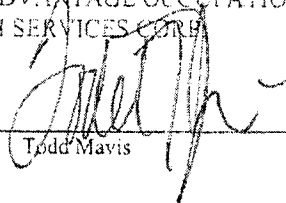
By:   
Name: Todd Mavis  
Title:

ACCUFACTS PRE-EMPLOYMENT  
SCREENING, INC.

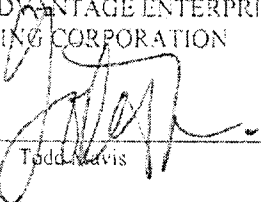
By:   
Name: Todd Mavis  
Title:

Trademark Security Agreement

FIRST ADVANTAGE OCCUPATIONAL  
HEALTH SERVICES CORP.

By:   
Name: Todd Mavis  
Title:

FIRST ADVANTAGE ENTERPRISE  
SCREENING CORPORATION

By:   
Name: Todd Mavis  
Title:

FIRST ADVANTAGE TAX  
CONSULTING SERVICES, LLC

By:   
Name: Todd Mavis  
Title:

FIRST ADVANTAGE BACKGROUND  
SERVICES CORP.

By: \_\_\_\_\_  
Name: Andrew Macdonald  
Title:

FIRST ADVANTAGE LITIGATION  
CONSULTING, LLC

By: \_\_\_\_\_  
Name: Andrew Macdonald  
Title:

Trademark Security Agreement

FIRST ADVANTAGE OCCUPATIONAL  
HEALTH SERVICES CORP.

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:


FIRST ADVANTAGE ENTERPRISE  
SCREENING CORPORATION

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:


FIRST ADVANTAGE TAX  
CONSULTING SERVICES, LLC

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:

FIRST ADVANTAGE BACKGROUND  
SERVICES CORP.

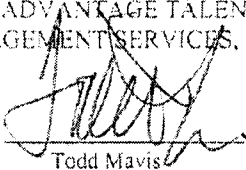
By:   
Name: Andrew Macdonald  
Title:

FIRST ADVANTAGE LITIGATION  
CONSULTING, LLC

By:   
Name: Andrew Macdonald  
Title:

Trademark Security Agreement

FIRST ADVANTAGE TALENT  
MANAGEMENT SERVICES, LLC

By:   
Name: Todd Mavis  
Title:

DECISIONHR USA, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISION PAYROLL SERVICES, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISIONHR, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISIONHR I, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

DECISIONHR II, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

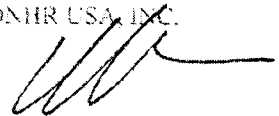
Trademark Security Agreement




FIRST ADVANTAGE TALENT  
MANAGEMENT SERVICES, LLC

By: \_\_\_\_\_  
Name: Todd Mavis  
Title:

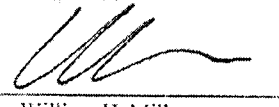
DECISIONHR USA, INC.

By:   
Name: William H. Mills  
Title:

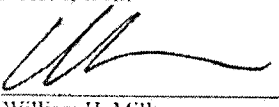
DECISION PAYROLL SERVICES, INC.

By:   
Name: William H. Mills  
Title:

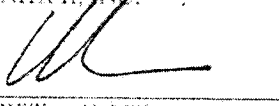
DECISIONHR, INC.

By:   
Name: William H. Mills  
Title:

DECISIONHR I, INC.


By:   
Name: William H. Mills  
Title:

DECISIONHR II, INC.

By:   
Name: William H. Mills  
Title:

Trademark Security Agreement


DECISIONHR V, INC.

By:   
Name: William H. Mills  
Title:

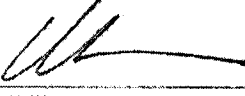
DECISION HR VII, INC.

By:   
Name: William H. Mills  
Title:


DECISIONHR VIII, INC.

By:   
Name: William H. Mills  
Title:

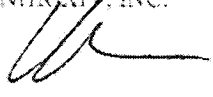
DECISIONHR IX, INC.

By:   
Name: William H. Mills  
Title:

DECISIONHR XIII, INC.

By:   
Name: William H. Mills  
Title:

DECISIONHR XIV, INC.

By:   
Name: William H. Mills  
Title:

Trademark Security Agreement

DECISIONH2 30, INC.

By: 

Name: William H. Mills

Title:

FIRST ADVANTAGE COREFACTS, INC.

By: \_\_\_\_\_

Name: Andrew Macdonald

Title:

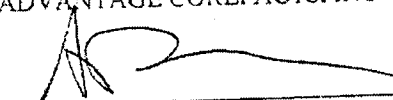
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004448 FRAME: 0780**

DECISIONHR 30, INC.

By: \_\_\_\_\_  
Name: William H. Mills  
Title:

FIRST ADVANTAGE COREFACTS. INC.

By:   
Name: Andrew Macdonald  
Title:

Trademark Security Agreement

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as  
Collateral Agent

By: 

Name:

David Hollander

Title:

Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004448 FRAME: 0782**

Schedule I

I. Trademarks

<u>Jurisdiction</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
US	HIREYIELD	Registered	3,021,710	11/29/2005	First Advantage Background Services Corp.
US	TRUSTAR SOLUTIONS	Registered	2,931,787	3/8/2005	First Advantage Background Services Corp.
US	TRUSTAR SOLUTIONS (and design)	Registered	3,030,083	12/13/2005	First Advantage Background Services Corp.
US	WHERE TECHNOLOGY MEETS THE COURTROOM	Registered	3,148,030	9/26/2006	First Advantage Litigation Consulting, LLC
US State – Alabama	ADVANTAGE BIOMETRIC GROUP	Registered	112,167	8/4/2010	PrideRock Holding Company, Inc.

II. Trademark Applications

None.