TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STG-Fairway Acquisitions, Inc.		02/28/2013	CORPORATION: DELAWARE
First Advantage Corporation		02/28/2013	CORPORATION: DELAWARE
STG-Fairway US, Inc.		02/28/2013	CORPORATION: DELAWARE
PrideRock Holding Company, Inc.		02/28/2013	CORPORATION: ALABAMA
Accufacts Pre-Employment Screening, Inc.		02/28/2013	CORPORATION: DELAWARE
First Advantage Occupational Health Services Corp.		02/28/2013	CORPORATION: FLORIDA
First Advantage Enterprise Screening Corporation		02/28/2013	CORPORATION: DELAWARE
First Advantage Tax Consulting Services, LLC		02/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
First Advantage Background Services Corp.		02/28/2013	CORPORATION: FLORIDA
First Advantage Litigation Consulting, LLC		02/28/2013	LIMITED LIABILITY COMPANY: VIRGINIA
First Advantage Talent Management Services, LLC		02/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
First Advantage CoreFacts, Inc.		02/28/2013	CORPORATION: CALIFORNIA
First Advantage LNS, Inc.		02/28/2013	CORPORATION: DELAWARE
Findly, LLC		02/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
LexisNexis Screening Solutions Inc.		02/28/2013	CORPORATION: GEORGIA
LexisNexis Occupational Health Solutions Inc.		02/28/2013	CORPORATION: TENNESSEE
National Credit Audit Corporation		02/28/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Obsidian Agency Services, Inc. (as collateral agent)
Street Address:	2951 28th Street, Suite 1000
Internal Address:	Attn: David A. Hollander
	TRADEMARK

REEL: 004971 FRAME: 0348

1365504

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City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark	
Registration Number:	1365504	STANTON	
Registration Number:	1831771	SAMI	
Registration Number:	1977617	SKILLCHECK	
Registration Number:	2119108	1-800-BAR NONE	
Registration Number:	2259655	INSTACHECK	
Registration Number:	2308060	RESIDENT DATA	
Registration Number:	2554571	CHECKING THE PAST. PROTECTING YOUR FUTURE.	
Registration Number:	2633792	BACKTRACK	
Registration Number:	2640982	HIREAPP	
Registration Number:	2648979	HIRECHECK	
Registration Number:	2651625	HIRECHECK	
Registration Number:	2665072	1-800-BAR NONE	
Registration Number:	2682470	PROJECTIX	
Registration Number:	2688632	SCREENNOW	
Registration Number:	2767955	SECURE POINT	
Registration Number:	2800992	SKIPWATCH	
Registration Number:	2853234	EMERGYTEST	
Registration Number:	2874057	SKIPWATCH	
Registration Number:	3050517	INTELLIVIEW	
Registration Number:	3148030	"WHERE TECHNOLOGY MEETS THE COURTROOM"	
Registration Number:	3157350	OWNERPASS	
Registration Number:	3161546	FIRST ADVANTAGE	
Registration Number:	3208477	RESIDENT DATA	
Registration Number:	3260527	RESIDENT DATA	
Registration Number:	3261844	TALENTSCOUT	
Registration Number:	3372732	IDENTITY	
Registration Number:	3377145		
Registration Number:	3377146	FIRSTADVANTAGE FACTS FIRST.	

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Registration Number:	3489588	MYADVANTAGE
Registration Number:	3517658	VERIFYDIRECT
Registration Number:	3616029	FIRST ADVANTAGE
Registration Number:	3662639	ALLIANCEQ
Registration Number:	3662679	ALLIANCE Q BY CORPORATIONS, FOR CORPORATIONS
Registration Number:	3665783	GLOBAL RPM
Registration Number:	3683092	Q-FILTER
Registration Number:	3683093	Q-PROTECT
Registration Number:	3686068	Q-MATCH
Registration Number:	3698189	MILLIONS OF CANDIDATES, EXACT MATCHES
Registration Number:	3759581	YOUR 24X7 PERSONAL JOB HUNTER
Registration Number:	3759598	OPEN SOURCE TALENT NETWORK
Registration Number:	3759615	THE OPEN TALENT NETWORK
Registration Number:	3908063	FIND.LY
Registration Number:	3928292	TALENT HIVE
Registration Number:	3949303	FIND.LY
Registration Number:	4074314	
Registration Number:	4077885	BETTERHIRES BETTERBUSINESS
Registration Number:	4081517	SAFE PROFILE SHARER
Serial Number:	85747747	MOBISOCIAL

CORRESPONDENCE DATA

Fax Number: 2125305219

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (212)530-5000
Email: cholm@milbank.com

Correspondent Name: Milbank Tweed Hadley & McCloy LLP

Address Line 1: 1 Chase Manhattan Plaza

Address Line 2: Attn: Chris L. Holm

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	37773.08700
NAME OF SUBMITTER:	Chris L. Holm
Signature:	/Chris L Holm/
Date:	03/04/2013

Total Attachments: 11

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of February 28, 2013 (this "Agreement"), among STG-Fairway Acquisitions, Inc., a Delaware corporation (the "Borrower"), First Advantage Corporation, 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 administrative agent (in such capacity, the "Administrative Agent") and collateral agent (in such capacity, the "Collateral Agent" and together with the Administrative Agent, the "Agents").

WHEREAS, certain parties hereto previously entered into that certain (a) Amended and Restated Guarantee and Collateral Agreement dated as of November 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement"), among the Grantors and the Collateral Agent and (b) Amended and Restated Credit Agreement dated as of November 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing 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 the Agents;

WHEREAS, in connection with the Existing Security Agreement, certain parties hereto previously entered into that certain Amended and Restated Trademark Security Agreement, dated as of November 23, 2011 (as heretofore amended, modified, supplemented and in effect immediately before giving effect to the amendment and restatement thereof contemplated hereby, the "Existing Trademark Security Agreement") with the Borrower, each other entity from time to time party thereto and the Collateral Agent;

WHEREAS, the Existing Credit Agreement is being amended and restated by that certain Second Amended and Restated Second Lien Credit Agreement, dated as of February 28, 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders, and the Agents;

WHEREAS, it is a condition precedent to the amendment and restatement of the Credit Agreement that the Grantors shall have executed and delivered that certain Second Amended and Restated Collateral Agreement, dated as of February 28, 2013, in favor of the Collateral Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors 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.

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

SECTION 5. *Intercreditor Agreement*. Anything herein to the contrary notwithstanding, the liens and security interests granted hereunder and the exercise of any right or remedy with respect thereto, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. Effect of Amendment and Restatement of the Existing Trademark Security Agreement.

- (a) On the Closing Date, the Existing Trademark Security Agreement shall be amended and restated in its entirety by this Agreement, and the Existing Trademark Security Agreement shall thereafter be and shall be deemed replaced and superseded in all respects by this Agreement. The parties hereto acknowledge and agree that (i) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, refinancing, discharge, extinguishment, refunding or termination of the "Obligations" under the Existing Trademark Security Agreement or the other Loan Documents as in effect prior to the Closing Date and which remain outstanding as of the Closing Date, (ii) the "Obligations" under Existing Trademark Security Agreement and the other Loan Documents are in all respects continuing (as amended and restated hereby and which are in all respects hereinafter subject to the terms herein) and (iii) the Liens and security interests as granted under the applicable Loan Documents securing payment of such "Obligations" are in all respects continuing and in full force and effect and are reaffirmed hereby.
- (b) On and after the Closing Date, (i) all references to the Existing Trademark Security Agreement or the "Trademark Security Agreement" in the Loan Documents (other than this Agreement) shall be deemed to refer to the Existing Trademark Security Agreement as amended and restated hereby, (ii) all references to any section (or subsection) of the Existing Trademark Security Agreement or the "Trademark Security Agreement" in any Loan Document (but not herein) shall be deemed to refer to the corresponding provisions of this Agreement, and (iii) except as the context otherwise provides, all references to this Agreement herein (including for purposes of indemnification) shall be deemed to be references to the Existing Trademark Security Agreement as amended and restated hereby.
- (c) This amendment and restatement is limited as written and is not a consent to any other amendment, restatement or waiver or other modification, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the Loan Documents remain in full force and effect unless otherwise specifically amended hereby or by any other Loan Document.
- (d) The Lenders hereby authorize and direct the Collateral Agent to execute and deliver all documents or instruments necessary or advisable to effect this amendment and restatement.

[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:

Title:

Holdings:

FIRST ADVANTAGE CORPORATION

By:

Name:

Title:

Subsidiary Guarantors:

STG-FAIRWAY US, INC.

By:

Name: Title:

PRIDEROCK HOLDING COMPANY, INC.

By:

Name:

Title:

ACCUFACTS PRE-EMPLOYMENT SCREENING,

INC.

By:

Name:

Title:

FIRST ADVANTAGE OCCUPATIONAL HEALTH
SERVICES CORP.
By: / / / / / / / / / / / / / / / / / / /
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FIRST ADVANTAGE ENTERPRISE SCREENING
CORPORATION
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FIRST ADVANTAGE COREFACTS, INC	4 :
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SOLUTIONS,INC.	
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NATIONAL CREDIT AUDIT CORPORATION

By: Name:

Title:

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., 85

Collateral Agent

By:

Name: Haward on her Roundle

Title: Pasident

Schedule I

I. Trademark Registrations/Applications

<u>Trademark</u>	Country	Reg. or App.No	<u>Owner</u>	Status
	-	/ Date		<u> </u>
1-800-BAR NONE	US	2,665,072	First Advantage	Registered
		12/24/2002	Corporation	
1-800-BAR NONE	US	2,119,108	First Advantage	Registered
		12/09/1997	Corporation	
ALLIANCEQ	AU	10,743,061	Findly, LLC	Registered
		[N/A]		
ALLIANCEQ	AU	10,766,881	Findly, LLC	Registered
		[N/A]		
ALLIANCEQ	CA	TMA755484	Quietagent, Inc.	Registered
		12/16/2009		
FIND.LY	CA	1,484,480	OWM, Inc. aka Findly,	Pending
		06/10/2010	LLC	
ZABDO	CA	1,465,414	Quietagent, Inc.	Pending
2/1000		01/11/2010	Quietagent, me.	rending
ALLIANCEQ	NZ	790,461	StaffCV Limited	Registered
ALLIANCEQ	112	12/04/2008	Starre v Eminted	Registered
ALLIANCE Q BY	NZ	791,196	StaffCV Limited	Registered
CORPORATIONS, FOR	INZ.	12/18/2008	Stanc v Linnted	Registered
		12/18/2008		
CAREERS THAT INVITE	NUZ	725.015	C. CCONT	D 1 1
CAREERS THAT INVITE	NZ	725,915	StaffCV Limited	Registered
YOU	ļ	01/09/2005		
STAFFCV	NZ	674,467	StaffCV Limited	Registered
		05/10/2004		
ALLIANCEQ	US	3,662,639	Findly, LLC & StaffCV	Registered
		08/04/2009	Limited	
ALLIANCEQ BY	US	3,662,679	Findly, LLC & StaffCV	Registered
CORPORATIONS, FOR		08/04/2009	Limited	
CORPORATIONS				
BACKTRACK	US	2,633,792	STG-Fairway US, Inc.	Registered
		10/15/2002		
BETTERHIRES	US	4,077,885	STG-Fairway US, Inc.	Registered
BETTERBUSINESS		12/27/2011	,	
CHECKING THE PAST	US	2,554,571	STG-Fairway US, Inc.	Cancelled
PROTECTING YOUR		4/2/2002		
FUTURE		., _, _ 0 0 2		
DESIGN ONLY	US	3,377,145	STG-Fairway US, Inc.	Registered
DEGIGIT GIVE I		2/5/2008	ord ran way 65, me.	Registered
EMERGYTEST	US	2,853,234	LexisNexis	Registered
EMERGITESI	03	06/15/2004	Occupational Health	Registered
		00/13/2004	Solutions Inc.	
EIND LV	TIC	2.040.202		Desistant
FIND.LY	US	3,949,303	OWM, Inc. aka Findly,	Registered
EDID LV DDE SEVICE	TIC	04/19/2011	LLC	D
FIND.LY BEE DEVICE	US	4,074,314	Findly, LLC	Registered
	1	12/20/2011	<u> </u>	
FIND.LY.LOGO	US	3,908,063	OWM, Inc. aka Findly,	Registered
		01/18/2011	LLC	
FIRST ADVANTAGE	US	3,161,546	STG-Fairway US, Inc.	Registered
		10/24/2006		

#4838-9272-3474v4

<u>Trademark</u>	Country	Reg. or App.No / Date	Owner	Status
FIRST ADVANTAGE	US	3,616,029 5/5/2009	STG-Fairway US, Inc.	Registered
FIRST ADVANTAGE FACTS FIRST (and design)	US	3,377,146 2/5/2008	STG-Fairway US, Inc.	Registered
GLOBAL RPM	US	3,665,783 8/11/2009	STG-Fairway US, Inc.	Registered
HIREAPP	US	2,640,982 10/22/2002	STG-Fairway US, Inc.	Registered
HIRECHECK	US	2,651,625 11/19/2002	STG-Fairway US, Inc.	Registered
HIRECHECK (and design)	US	2,648,979 11/12/2002	STG-Fairway US, Inc.	Registered
IDENTITY	US	3,372,732 1/22/2008	STG-Fairway US, Inc.	Registered
INSTACHECK	US	2,259,655 07/06/1999	LexisNexis Risk Solutions FL Inc.	Registered
INTELLIVIEW	US	3,050,517 01/24/2006	LexisNexis Risk Solutions Inc.	Cancelled
MILLIONS OF CANDIDATES, EXACT MATCHES	US	3,698,189 10/20/2009	Findly, LLC & StaffCV Limited	Registered
MYADVANTAGE	US	3,489,588 8/19/2008	STG-Fairway US, Inc.	Registered
OPEN SOURCE TALENT NETWORK	US	3,759,598 03/09/2010	Findly, LLC & StaffCV Limited	Registered
OWNERPASS	US	3,157,350 10/17/2006	STG-Fairway US, Inc.	Registered
PROJECTIX	US	2,682,470 2/4/2003	STG-Fairway US, Inc.	Registered
Q-FILTER	US	3,683,092 09/15/2009	Findly, LLC & StaffCV Limited	Registered
Q-MATCH	US	3,686,068 09/22/2009	Findly, LLC & StaffCV Limited	Registered
Q-PROTECT	US	3,683,093 09/15/2009	Findly, LLC & StaffCV Limited	Registered
RESIDENT DATA	US	3,208,477 02/13/2007	LexisNexis Risk Solutions Inc.	Registered
RESIDENT DATA	US	3,260,527 07/10/2007	LexisNexis Risk Solutions Inc.	Registered
RESIDENT DATA	US	2,308,060 01/11/2000	LexisNexis Risk Solutions Inc.	Registered
SAFE PROFILE SHARER	US	4,081,517 01/03/2012	Findly, LLC	Registered
SAMI	US	1,831,771 4/19/1994	STG-Fairway US, Inc.	Registered
SCREENNOW	US	2,688,632 02/18/2003	LexisNexis Risk Solutions Inc.	Registered
SECURE POINT	US	2,767,955 09/23/2003	LexisNexis Risk Solutions Inc.	Registered
SKILLCHECK	US	1,977,617 6/4/1996	STG-Fairway US, Inc.	Registered
SKIPWATCH	US	2,874,057 08/17/2004	LexisNexis Risk Solutions Inc.	Registered
SKIPWATCH (stylized)	US	2,800,992 12/30/2003	LexisNexis Risk Solutions Inc.	Registered

<u>Trademark</u>	Country	Reg. or App.No / Date	Owner	Status
STANTON	US	1,365,504 10/15/1985	LexisNexis Risk Solutions Inc.	Registered
TALENT HIVE	US	3,928,292 03/08/2011	Findly, LLC	Registered
TALENTSCOUT	US	3,261,844 7/10/2007	STG-Fairway US, Inc.	Registered
THE OPEN TALENT NETWORK	US	3,759,615 03/09/2010	Findly, LLC & StaffCV Limited	Registered
VERIFYDIRECT	US	3,517,658 10/14/2008	STG-Fairway US, Inc.	Registered
WHERE TECHNOLOGY MEETS THE COURTROOM	US	3,148,030 9/26/2006	First Advantage Litigation Consulting, LLC	Registered
YOUR 24x7 PERSONAL JOB HUNTER	US	3,759,581 03/09/2010	Findly, LLC & StaffCV Limited	Registered
ADREM	US - State FL	T04-1587 12/14/2004	ChoicePoint WorkPlace Solutions Inc.	Registered
TALENTSCOUT	GB	2361109 11/04/2005	STG-Fairway US, Inc.	Registered
ROAD MANAGER	CA	549353 08/06/2001	First Advantage Corporation	Registered
MOBISOCIAL	US	85/747747 10/7/2012	Findly, Inc.	Pending - ITU

II. Trademark Licenses

None.

#4838-9272-3474v4

RECORDED: 03/04/2013