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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM349977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Advantage Litigation Consulting, LLC		07/31/2015	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	City National Bank, as administrative agent for the Secured Parties
Street Address:	2100 N Park Place
Internal Address:	#150
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3665783	GLOBAL RPM
Registration Number:	4431921	
Registration Number:	4431910	CONSILIO

CORRESPONDENCE DATA

Fax Number: 3107884471

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: 310-788-4442

Email: vickie.lee@kattenlaw.com

Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman

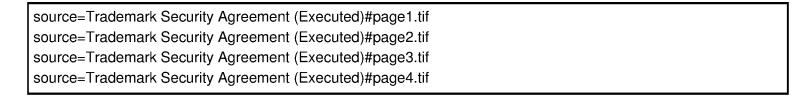
Address Line 1: 2029 Century Park East

Address Line 2: Suite 2600

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	209145.00034
NAME OF SUBMITTER:	Vickie Lee
SIGNATURE:	/Vickie Lee/
DATE SIGNED:	07/31/2015

Total Attachments: 4



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by FIRST ADVANTAGE LITIGATION CONSULTING, LLC, a Virginia limited liability company (the "Grantor"), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (said agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of July 31, 2015 among CONSILIO, INC., a Delaware corporation (the "Borrower"), CONSILIO INTERMEDIATE HOLDINGS, INC. ("Holdings"), a Delaware corporation, the several banks and other lenders from time to time party thereto (the "Lenders"), CITY NATIONAL BANK as administrative agent for the Lenders and the other parties party thereto, the Lenders have severally agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor and the other grantors party to the Security Agreement (defined below) executed and delivered that certain Guarantee and Security Agreement (said agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of July 31, 2015 in favor of the Agent, pursuant to which, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to the Marks (defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement for recording and filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. The Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to any and all of the trademark and service mark registrations and applications for registration set forth in <u>Schedule I</u> attached hereto and the goodwill of Grantor's business connected with and symbolized by such registrations and applications (the "*Marks*"); provided Marks shall not include any "intent to use" trademark or service mark

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applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark).

SECTION 3. *Security Agreement*. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Marks 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 and the rights and obligations of the Grantor hereunder 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.

SECTION 5. *Execution In Counterparts*. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by its duly authorized representative as of the date first written above

FIRST ADVANTAGE LITIGATION CONSULTING, LLC, a Virginia limited liability company

By:

Name: Dale Bowen

Title: Chief Financial Officer

Trademark Security Agreement

Schedule I

MARKS

Registrations:

Owner	Mark	Registration No.	Reg. Date
First Advantage Litigation Consulting, LLC	GLOBAL RPM	3665783	08/11/2009
First Advantage Litigation Consulting, LLC	Miscellaneous Design	4431921	11/12/2013
First Advantage Litigation Consulting, LLC	CONSILIO	4431910	11/12/2013

Applications:

None.

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RECORDED: 07/31/2015