

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Background Screening, Inc.		10/22/2021	Limited Liability Company: DELAWARE
PeopleFacts, LLC		10/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85461994	UNIVERSAL BACKGROUND SCREENING	
Serial Number:	87811726	PF PEOPLEFACTS	
Serial Number:	87681290	TRAK-1	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<i>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.</i>			
Phone:	312-701-7061		
Email:	jbrown@mayerbrown.com, mdecember@mayerbrown.com		
Correspondent Name:	Jonathan S. Brown		
Address Line 1:	71 S. Wacker Drive		
Address Line 2:	Mayer Brown LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jonathan Brown		
SIGNATURE:	/Jonathan Brown/		
DATE SIGNED:	10/22/2021		

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Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 22, 2021 is among Universal Background Screening, Inc., a Delaware limited liability company, a Delaware corporation, PeopleFacts, LLC, a Delaware limited liability company (each a "Debtor" and together, the "Debtors"), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement, defined below).

WITNESSETH

WHEREAS, pursuant to a Term Loan Agreement, dated as of October 22, 2021 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Term Loan Agreement"), among the Debtors and certain of their affiliates, as Loan Parties, the Lenders party thereto and the Administrative Agent, the Lenders have extended commitments to make loans to the borrower, as identified therein;

WHEREAS, the Debtors and certain of their affiliates have entered into a Pledge and Security Agreement dated as of October 22, 2021, with the Administrative Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Debtor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees, for the benefit of the Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Term Loan Agreement, as applicable. The following term shall have the following meanings

"Trademark Ancillary Rights" means, with respect to any Trademarks, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademark and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademark throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

"Trademarks" mean all rights, title and interests (and all related Trademark Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all

applications in connection therewith, including, without limitation, each Trademark application and registration listed on Schedule A hereto.

Section 2. Grant of Security Interest in the Collateral. Each Debtor grants to the Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of such Debtor (the "Collateral"), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights;

(b) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by such Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark, and (B) any claim by such Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include (i) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed), or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rule or regulation.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

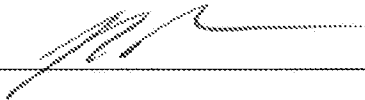
Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[SIGNATURE PAGES FOLLOW]

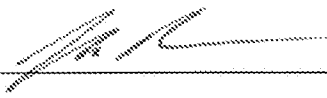
IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

PEOPLEFACTS, LLC

By:  _____

Name: John Robson
Title: Chief Financial Officer

UNIVERSAL BACKGROUND SCREENING, INC.

By:  _____

Name: John Robson
Title: Chief Financial Officer

Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

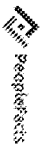
By: Valerie Hartman

Name: Valerie Hartman
Title: Authorized Officer

SCHEDULE A

TO TRADEMARK COPYRIGHT SECURITY AGREEMENT

Trademark Registrations and Applications

Trademark	Application Number	Application Date	Trademark Number	Registration Date	Status	Owner
UNIVERSAL BACKGROUND SCREENING	85461994	11/01/11	4178430	07/24/12	Registered (USPTO)	Universal Background Screening, Inc.
	87811726	02/26/18	5659447	01/22/19	Registered (USPTO)	PeopleFacts, LLC
TRAK-1	87681290	11/12/17	5664396	01/29/19	Registered (USPTO)	PeopleFacts, LLC