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ETAS ID: TM685749

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks recorded at R/F 6414/0401

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		11/03/2021	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND

### RECEIVING PARTY DATA

Name:	Backgroundchecks.com LLC
Street Address:	12770 Coit Road
Internal Address:	Suite 1150
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2888037	BACKGROUNDCHECKS.COM
Registration Number:	3596943	RELYID
Registration Number:	2954861	US ONESEARCH

### **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	042525-0151
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/04/2021

**Total Attachments: 3** 

TRADEMARK REEL: 007483 FRAME: 0889

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TRADEMARK REEL: 007483 FRAME: 0890

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 3, 2021 (the "Effective Date"), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the "Agent") in connection with that certain Second Lien Credit Agreement, dated as of July 12, 2018, among Genuine MID Holdings LLC, a Delaware limited liability company, Genuine Financial Holdings LLC, a Delaware limited liability company, the lending institutions from time to time party thereto and the Agent (as may have been amended, restated, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), in favor of BACKGROUNDCHECKS.COM LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other parties executed and delivered a Security Agreement, dated as of July 12, 2018 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the <u>Agent a Grant of Security Interest in Trademark Rights</u>, dated as of July 12, 2018 (the "Trademark <u>Security Agreement"</u>), which was recorded in the United States Patent and Trademark Office ("USPTO") on July 17, 2018 at Reel/Frame 6414/0401;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under (a) the Trademarks, including, without limitation, those items listed on Schedule A hereto; and (b) all rights, priorities and privileges related thereto throughout the world and all rights to sue at law or in equity for any infringement, dilution, misappropriation or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto, but excluding any "intent to use" Trademark application to the extent set forth therein (collectively, the "Trademark Collateral");

WHEREAS, the Grantor has requested the Agent to release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, or any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO. [Signature Page Follows]

TRADEMARK REEL: 007483 FRAME: 0891 IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

y: \_\_\_\_\_\_\_

Name: William O Daly Title: Authorized Signatory

By: Name Formal Shah

Title: Authorized Signatory

# SCHEDULE A

# U.S. Trademark Registrations and Applications

Owner	Mark	Reg. Date	Reg. No.
backgroundchecks.com LLC	BACKGROUNDCHECKS.COM	09/21/2004	2,888,037
backgroundchecks.com LLC	RELYID	03/31/2009	3,596,943
backgroundchecks.com LLC	US ONESEARCH	05/24/2005	2,954,861

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**RECORDED: 11/04/2021** 

TRADEMARK REEL: 007483 FRAME: 0893