

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Form I-9 Compliance, LLC		01/10/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	First Advantage Form I9 Compliance LLC		
Street Address:	1 Concourse Parkway NE, Suite 200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3119719	SIMPLIFY VERIFY COMPLY FORM I-9 COMPLIAN	
Registration Number:	5392894	I9+ FORM I-9 COMPLIANCE SIMPLIFY VERIF	
Registration Number:	5627543	SIMPLIFY VERIFY COMPLY	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	8132297600		
Email:	mrichter@shumaker.com		
Correspondent Name:	Mindi Richter		
Address Line 1:	101 E. Kennedy Blvd., Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Mindi M. Richter		
SIGNATURE:	/Mindi M. Richter/		
DATE SIGNED:	06/21/2022		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

BY AND AMONG

FIRST ADVANTAGE FORM I9 COMPLIANCE LLC,

FORM I-9 ACQUISITION GROUP, LLC,

FORM I-9 COMPLIANCE, LLC,

FORM I-9 COMPLIANCE MANAGEMENT, LLC,

THE MEMBERS SET FORTH ON THE SIGNATURE PAGES HERETO

AND

SHEETAL K. PATEL, AS THE MEMBER REPRESENTATIVE

EFFECTIVE AS OF JANUARY 1, 2022

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into on January 10, 2022, effective as of January 1, 2022, by and among First Advantage Form I9 Compliance LLC, a Delaware limited liability company (“Buyer”), Form I-9 Compliance, LLC, a Florida limited liability company (“Seller”), Form I-9 Compliance Management, LLC (“Employer,” and together with Seller, the “Seller Group”), Form I-9 Acquisition Group, LLC, a Florida limited liability company (“Parent”), each of the members of Parent set forth on the signature pages hereto (collectively, the “Members”) and Sheetal K. Patel, solely in his or her capacity as the representative of the Members (the “Member Representative”). Buyer, Seller, Parent and the Members are sometimes individually referred to as a “Party,” and, collectively as the “Parties.” Capitalized terms used in this Agreement have the meanings assigned to such terms in ARTICLE 1 and elsewhere throughout this Agreement.

RECITALS

WHEREAS, Seller desires (and Parent and the Members desire to cause Seller) to sell, transfer and assign, and Buyer desires to purchase, substantially all the assets of Seller and the Business and certain expressly specified Liabilities of Seller and the Business upon the terms and conditions set forth below;

WHEREAS, the Parent owns all of the membership interests of Seller (the “Membership Interests”);

WHEREAS, the Members own all of the membership interests of Parent;

WHEREAS, Employer employs each of the employees that work in connection with the Business;

WHEREAS, Buyer, Seller, Employer, Parent, and the Members each expect to benefit from the consummation of the transactions contemplated hereby and, to induce each other to enter into this Agreement, agree to be bound by the terms and provisions in this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Action” means any suit, litigation, arbitration, mediation, claim, complaint, dispute, action, charge, demand, grievance, audit, investigation, inquires, inspection, review, survey, examination, notice letter or other proceeding.

“Accounting Principles” means the historical accounting practices of Seller, consistently applied.

“Affiliate” of any particular Person shall mean any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by or under common control with such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the

(q) Seller has never participated in any “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b).

(r) No withholding is required under Section 1441, 1442, 1445, 1446 or 3406 of the Code in connection with the transactions contemplated by this Agreement.

(s) Seller is not a party to any agreement, Contract, arrangement or plan that has resulting or would result, separately or in the aggregate, in the payment of any “excess parachute payment” within the meaning of Code Section 280G (or any corresponding or similar provision of state, local or non-U.S. Law).

(t) Each Contract, arrangement or plan of Seller that is a “nonqualified deferred compensation plan” (subject to Code Section 409A(d)(1)) has been maintained in documentary and operational compliance with Code Section 409A and the applicable guidance issued thereunder in all material respects.

(u) Seller does not have any indemnity obligation or other Liability for any Taxes imposed under Section 4999 or 409A of the Code.

3.14 Intellectual Property.

(a) Schedule 3.14(a) contains a complete and accurate list of (i) all Registered Intellectual Property owned by Seller as well as all social media accounts and pages registered in the name of Seller, (ii) the jurisdiction in which such item of Registered Intellectual Property has been registered or filed and the applicable application, registration, or serial or other similar identification number, (iii) any other Person that has an ownership interest in such item of Registered Intellectual Property and the nature of such ownership interest, (iv) all payments and filings that are currently due or will become due, and all other actions that must be taken, within one hundred twenty (120) days after the date of this Agreement with respect to each item of Registered Intellectual Property, including the payment of any registration, maintenance or renewal fees or the filing of any documents for the purposes of maintaining or renewing any Registered Intellectual Property, and (v) all material, unregistered trademarks used in connection with any Seller Product in the past five (5) years and any product currently under development by Seller.

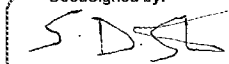
(b) All Registered Intellectual Property is subsisting, valid, and enforceable. All filings, payments and other actions required to be made or taken to obtain, perfect or maintain in full force and effect each item of Registered Intellectual Property have been made or taken by the applicable deadline and otherwise in accordance with all applicable Laws. Except as set forth in Schedule 3.14(b), no application for, or registration with respect to, any Registered Intellectual Property has been abandoned, allowed to lapse, or finally rejected in the past five (5) years. No interference, opposition, reissue, reexamination, or other Action of any nature (other than in connection with the prosecution of the Registered Intellectual Property with the applicable Governmental Authority in the ordinary course) is, or has been, pending or, to Seller’s Knowledge, threatened, in which the scope, validity, or enforceability of any Seller Owned IP is being, has been challenged and, to the Knowledge of Seller, there is no basis for a claim that any Seller Owned IP is invalid or unenforceable.

(c) Schedule 3.14(c) identifies a complete and accurate list of all Seller Products. Seller possesses all Source Code for the Software that is Seller Owned IP and related documentation and materials necessary or useful to assemble, compile, link, modify, maintain, support and operate Seller Products. Seller Products that have been distributed by or on behalf of Seller in the past three (3) year period have been distributed under a legally enforceable license agreement based on the standard form of end user license agreement that has been provided to Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

BUYER:

**FIRST ADVANTAGE FORM I9 COMPLIANCE
LLC**

DocuSigned by:

By: _____
Name: Scott D. Staples
Title: President

SELLER:

FORM I-9 COMPLIANCE, LLC

By: _____
Name: _____
Title: _____

EMPLOYER:

FORM I-9 COMPLIANCE MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

PARENT:

FORM I-9 ACQUISITION GROUP, LLC

By: _____
Name: _____
Title: _____

MEMBER REPRESENTATIVE:

Dr. Sheetal K. Patel

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER:

FORM I-9 COMPLIANCE, LLC

DocuSigned by:
By: Kiran C. Patel
Name: Kiran C. Patel
Title: Manager

DocuSigned by:
By: Sheetal K. Patel
Name: Sheetal K. Patel
Title: Manager

EMPLOYER:

FORM I-9 COMPLIANCE MANAGEMENT, LLC

DocuSigned by:
By: Sheetal K. Patel
Name: Sheetal K. Patel
Title: Manager

PARENT:

FORM I-9 ACQUISITION GROUP, LLC

DocuSigned by:
By: Kiran C. Patel
Name: Kiran C. Patel
Title: Manager

MEMBER REPRESENTATIVE:

DocuSigned by:
Sheetal K. Patel
Sheetal K. Patel

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

MEMBERS:

DocuSigned by:

Sheetal K. Patel

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Sheetal K. Patel

DocuSigned by:

Kiran C. Patel



FC9EAC48E86D49D...

Kiran C. Patel

Schedule 3.14(a)

Intellectual Property

Trademarks:

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
 Form I-9 Compliance	78/603,052 3,119,719	04/06/2005 07/25/2006	Form I-9 Compliance, LLC Synovus Bank has an unreleased security lien on this trademark.	Registered
 form i-9 COMPLIANCE <small>simplify verify comply</small>	87/326,496 5,392,894 United States	02/07/2017 01/30/2018	Form I-9 Compliance, LLC	Registered
SIMPLIFY VERIFY COMPLY	87/899,200 5,627,543 United States	04/29/2018 12/11/2018	Form I-9 Compliance, LLC	Registered

Copyright:

WORK	COPYRIGHT NUMBER	DATE	JURISDICTION	OWNER OF RECORD
Form I-9 Compliance: simplify, verify, comply.	TXu001259998	04/11/2005	United States	Form I-9 Compliance

U.S. Patent:

1. Patent No.: 9,734,351 B2, Electronic System and Method for Employment Eligibility Verification and Reporting – Issued August 15, 2017 by USPTO

Social Media Accounts:

1. <https://www.facebook.com/FormI9>
2. <https://www.linkedin.com/company/formi9>
3. <https://twitter.com/FormI9>
4. https://www.youtube.com/channel/UC_oS55LzJQo5B8FVVtmoARA

Domains: