

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HireRight, Inc.		08/21/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper, Inc.		
Street Address:	1271 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2653670	HIRERIGHT	
Registration Number:	2748100	HIRERIGHT	
Registration Number:	2117799	HIRERIGHT	
Registration Number:	1942442	HIRERIGHT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-1107		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$115.00 2653670

Signature:	/Anna T Kwan/
Date:	08/06/2010
Total Attachments: 5 source=HireRight TM Security Agt#page 1.tif source=HireRight TM Security Agt#page2.tif source=HireRight TM Security Agt#page3.tif source=HireRight TM Security Agt#page4.tif source=HireRight TM Security Agt#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2008 (this "Agreement"), between HIRERIGHT, INC. ("Grantor") and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement, dated as of August 21, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among USIS Merger Corp., a Delaware corporation, to be merged with and into US Investigations Services Inc., a Delaware corporation, USIS Acquisition Corp., a Delaware corporation, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, dated as of August 21, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Security Agreement, the parties hereto 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 1.02 of the Credit 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, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (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, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing;

provided that no security interest was granted pursuant to the Security Agreement in applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the Lien granted pursuant to the Security Agreement and deemed included in the Collateral.

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. The 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. *Purpose.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement.

SECTION 5. *Counterpart.* This Agreement may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

HIRERIGHT, INC.,
as Grantor

By: 
Name: David A. Kaminsky
Title: Vice President and Assistant
Treasurer

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004256 FRAME: 0303

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By: 
Name: Craig Malloy_____
Title: Authorized Signatory_____

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004256 FRAME: 0304

Schedule I

Trademark	App. No. / Reg. No.	Jurisdiction
HIRERIGHT (and design)	2,653,670	United States
HIRERIGHT	2,748,100	United States
HIRERIGHT	2,117,799	United States
HIRERIGHT	1,942,442	United States