

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345748

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|-----------------------|
| Sterling Infosystems, Inc. | | 06/19/2015 | CORPORATION: DELAWARE |
| STERLING INFOSYSTEMS - OHIO, INC. | | 06/19/2015 | CORPORATION: ARKANSAS |
| BACKGROUND INFORMATION SERVICES, INC. | | 06/19/2015 | CORPORATION: VIRGINIA |
| BISHOPS SERVICES, INC. | | 06/19/2015 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | KEYBANK NATIONAL ASSOCIATION, as Collateral Agent |
| Street Address: | 127 PUBLIC SQUARE |
| City: | CLEVELAND |
| State/Country: | OHIO |
| Postal Code: | 44114 |
| Entity Type: | NATIONAL BANKING ASSOCIATION: OHIO |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|-----------------------------|---------|--------------------------|
| Registration Number: | 3877870 | ACXIOM I-CHECK |
| Registration Number: | 2491759 | AMERICAN BACKGROUND |
| Registration Number: | 2491758 | AMERICAN BACKGROUND |
| Registration Number: | 4295579 | |
| Registration Number: | 3187992 | BACKCHECK |
| Registration Number: | 3617689 | BACKGROUND UNIVERSITY |
| Registration Number: | 4574277 | BISHOPS |
| Registration Number: | 4586755 | BISHOPS SERVICES |
| Registration Number: | 4170329 | STERLING |
| Registration Number: | 3641301 | STERLING INFOSYSTEMS |
| Registration Number: | 2894405 | STERLING TESTING SYSTEMS |
| Registration Number: | 4203004 | TANDEM |
| Registration Number: | 3966358 | TRUSST |
| Registration Number: | 4460320 | VERIFIED VOLUNTEERS |

CH \$440.00 3877870

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Registration Number: | 4645835 | VV |
| Serial Number: | 86237393 | S |
| Serial Number: | 86237416 | STERLINGBACKCHECK |

CORRESPONDENCE DATA

Fax Number: 2128225178
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: 2125305178
Email: lkass@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 1: 28 Liberty Street
Address Line 2: c/o Lawrence Kass
Address Line 4: New York, NEW YORK 10005

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 30045.77100 |
| NAME OF SUBMITTER: | Lawrence Kass |
| SIGNATURE: | /s/ Lawrence Kass |
| DATE SIGNED: | 06/24/2015 |

Total Attachments: 6
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of June 19, 2015 by STERLING INFOSYSTEMS, INC., STERLING INFOSYSTEMS - OHIO, INC., AMERICAN BACKGROUND INFORMATION SERVICES, INC. and BISHOPS SERVICES, INC. (each a “**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of each Grantor:

- (a) registered Trademarks and Trademarks with respect to which applications for registration are pending of each Grantor listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages and payments then and thereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and
- (c) all rights to sue for past, present and future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

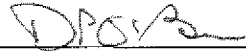
SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

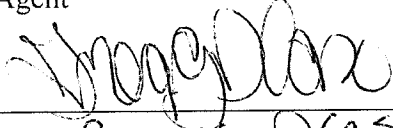
(b) Each party to this First Lien Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this First Lien Trademark Security Agreement will affect the right of any party to this First Lien Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]


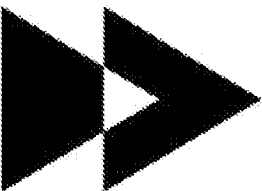

STERLING INFOSYSTEMS, INC.
AMERICAN BACKGROUND INFORMATION
SERVICES, INC.
BISHOPS SERVICES, INC.
STERLING INFOSYSTEMS – OHIO, INC.


By: 
Name: Daniel O'Brien
Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Greg Ocaso
Title: SVP

Schedule I
Trademark Registrations and Use Applications

| Mark | Country | Owner | Case Status | Application No. | Reg. Date (App. Date) | Registration No. |
|--|--------------------------|--|---------------------|-----------------|-----------------------|------------------|
| ACXIOM I-CHECK | United States of America | Sterling Infosystems - Ohio, Inc. | Registered | 77/813567 | 11/16/2010 | 3877870 |
| AMERICAN BACKGROUND | United States of America | American Background Information Services, Inc. | Registered | 75/661659 | 9/25/2001 | 2491759 |
| AMERICAN BACKGROUND DESIGN  | United States of America | American Background Information Services, Inc. | Registered | 75/661658 | 9/25/2001 | 2491758 |
| ARROW DESIGN  | United States of America | Sterling Infosystems, Inc. | Registered | 85/673844 | 2/26/2013 | 4295579 |
| BACKCHECK | United States of America | Sterling Infosystems, Inc. | Registered | 78/485087 | 12/19/2006 | 3187992 |
| BACKGROUND UNIVERSITY | United States of America | Sterling Infosystems - Ohio, Inc. | Registered | 78/957814 | 5/5/2009 | 3617689 |
| BISHOPS | United States of America | Bishops Services, Inc. | Registered | 85/772641 | 7/29/2014 | 4574277 |
| BISHOPS SERVICES | United States of America | Bishops Services, Inc. | Registered | 85/772653 | 8/19/2014 | 4586755 |
| INTERLOCKING SHAPES Design  | United States of America | Sterling Infosystems, Inc. | Application allowed | 86/237393 | | |
| STERLING | United | Sterling | Registered | 85/326215 | 7/10/2012 | 4170329 |

| Mark | Country | Owner | Case Status | Application No. | Reg. Date (App. Date) | Registration No. |
|---|--------------------------|-----------------------------------|-------------|-----------------|-----------------------|------------------|
| | States of America | Infosystems, Inc. | | | | |
| STERLING INFOSYSTEMS | United States of America | Sterling Infosystems, Inc. | Registered | 78/865481 | 6/16/2009 | 3641301 |
| STERLING TESTING SYSTEMS | United States of America | Sterling Infosystems, Inc. | Registered | 76/498937 | 10/19/2004 | 2894405 |
| STERLINGBACKCHECK | United States of America | Sterling Infosystems, Inc. | Published | 86/237416 | | |
| TANDEM | United States of America | Sterling Infosystems, Inc. | Registered | 85/206441 | 9/4/2012 | 4203004 |
| TRUSST | United States of America | Sterling Infosystems - Ohio, Inc. | Registered | 85/165037 | 5/24/2011 | 3966358 |
| VERIFIED VOLUNTEERS | United States of America | Sterling Infosystems, Inc. | Registered | 85/875276 | 12/31/2013 | 4460320 |
| VERIFIED VOLUNTEERS LOGO  | United States of America | Sterling Infosystems, Inc. | Registered | 85/875288 | 11/25/2014 | 4645835 |