

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STERLING INFOSYSTEMS, INC.		06/19/2015	CORPORATION: DELAWARE
STERLING INFOSYSTEMS - OHIO, INC.		06/19/2015	CORPORATION: ARKANSAS
AMERICAN BACKGROUND INFORMATION SERVICES, INC.		06/19/2015	CORPORATION: VIRGINIA
BISHOPS SERVICES, INC.		06/19/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	127 PUBLIC SQUARE		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: OHIO		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3877870	ACXIOM I-CHECK	
<b>Registration Number:</b>	2491759	AMERICAN BACKGROUND	
<b>Registration Number:</b>	2491758	AMERICAN BACKGROUND	
<b>Registration Number:</b>	4295579		
<b>Registration Number:</b>	3187992	BACKCHECK	
<b>Registration Number:</b>	3617689	BACKGROUND UNIVERSITY	
<b>Registration Number:</b>	4574277	BISHOPS	
<b>Registration Number:</b>	4586755	BISHOPS SERVICES	
<b>Registration Number:</b>	4170329	STERLING	
<b>Registration Number:</b>	3641301	STERLING INFOSYSTEMS	
<b>Registration Number:</b>	2894405	STERLING TESTING SYSTEMS	
<b>Registration Number:</b>	4203004	TANDEM	
<b>Registration Number:</b>	3966358	TRUSST	
<b>Registration Number:</b>	4460320	VERIFIED VOLUNTEERS	
<b>TRADEMARK</b>			

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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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**Second 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 Second 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 Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement will affect the right of any party to this Second Lien Trademark Security Agreement to serve process in any other manner permitted by Law.

SECTION 7. Intercreditor Agreement

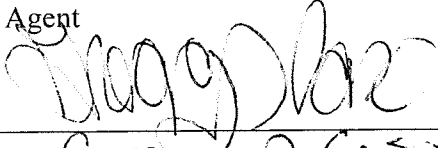
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Junior Lien Intercreditor Agreement, dated as of June 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Sterling Intermediate Corp., Sterling Midco Holdings, Inc., KeyBank National Association, as First Lien Credit Agreement Collateral Agent and Second Lien Credit Agreement Collateral Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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: Gregory D Caso  
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