

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPLOYMENT BACKGROUND INVESTIGATIONS, LLC		01/28/2022	Limited Liability Company: MARYLAND
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: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6515590	SCREENING NEWS NETWORK	
Registration Number:	5925773	THE WOW EXPERIENCE	
Registration Number:	5925771	GO FOR WOW	
Registration Number:	5925766	ONLY HAPPY PEOPLE DELIVER "HAPPY"	
Registration Number:	5633584	DELTA TRACKER	
Registration Number:	5542443	THE SUITE LIFE	
Registration Number:	4431267	J ONE	
Registration Number:	4424276	EBI	
Registration Number:	4367928	JUST ONE SOLUTION	
Registration Number:	2896786	BETTER PEOPLE. BETTER TECHNOLOGY. BETTER	
Registration Number:	2892794	EBI	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		

CH \$290.00 6515590

Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 30045.00385

NAME OF SUBMITTER: Eric Hyla

SIGNATURE: /Eric Hyla/

DATE SIGNED: 01/29/2022

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of January 28, 2022 by EMPLOYMENT BACKGROUND INVESTIGATIONS, LLC, a Maryland limited liability company (“**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Supplement No. 4 to 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 the 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, the 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. The 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 the Grantor:

- (a) registered Trademarks and Trademarks with respect to which applications for registration are pending of the 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 the 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 the Grantor, execute, acknowledge, and deliver to the 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]


EMPLOYMENT BACKGROUND
INVESTIGATIONS, LLC

By:  _____

Name: Steven Barnett

Title: Executive Vice President and Secretary

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent



By: _____

Name: Ryan Pastore

Title: SVP

Schedule I
Trademark Registrations and Use Applications

<u>Country</u>	<u>Registration No.</u>	<u>Title</u>	<u>Status</u>
United States of America	6515590	SCREENING NEWS NETWORK	Registered
United States of America	5925773	THE WOW EXPERIENCE	Registered
United States of America	5925771	GO FOR WOW	Registered
United States of America	5925766	ONLY HAPPY PEOPLE DELIVER "HAPPY"	Registered
United States of America	5633584	DELTA TRACKER	Registered
United States of America	5542443	THE SUITE LIFE	Registered
United States of America	4431267	J ONE (& design)	Registered
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United States of America	4367928	JUST ONE SOLUTION	Registered
United States of America	2896786	BETTER PEOPLE. BETTER TECHNOLOGY. BETTER RESULTS.	Registered
United States of America	2892794	EBI	Registered