

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STERLING INFOSYSTEMS, INC.		11/29/2022	Corporation: DELAWARE
STS SID LLC		11/29/2022	Limited Liability Company: DELAWARE
EMPLOYMENT BACKGROUND INVESTIGATIONS, LLC		11/29/2022	Limited Liability Company: MARYLAND
BISHOPS SERVICES LLC		11/29/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	127 PUBLIC SQUARE
City:	CLEVELAND
State/Country:	UNITED STATES
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4170329	STERLING
Registration Number:	3187992	BACKCHECK
Registration Number:	2894405	STERLING TESTING SYSTEMS
Registration Number:	4882235	STERLINGBACKCHECK
Registration Number:	4460320	VERIFIED VOLUNTEERS
Registration Number:	4574277	BISHOPS
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

TRADEMARK

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Property Type	Number	Word Mark
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
Registration Number:	3607689	CHECKWELL
Registration Number:	6767264	COURTDIRECT
Registration Number:	3139190	EMPLOYEESCREEN
Registration Number:	3612918	KNOW WHO YOU'RE HIRING
Registration Number:	5302644	ST
Registration Number:	5302643	ST
Registration Number:	5867862	STERLING
Registration Number:	5867697	STERLING
Registration Number:	5397212	STERLING TALENT SOLUTIONS
Registration Number:	5726887	STERLINGNOW
Registration Number:	5084789	TALENTWISE FASTLANE
Registration Number:	5370745	SUREID
Registration Number:	5370746	SUREID
Registration Number:	5367291	SUREID
Registration Number:	5367292	SUREID
Registration Number:	2980777	EID PASSPORT
Registration Number:	2980776	EID PASSPORT
Registration Number:	2689055	EID
Registration Number:	5337923	WHEN TRUST IS ESSENTIAL, SO ARE WE.

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 36990.00010

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 11/29/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 29, 2022, by STERLING INFOSYSTEMS, INC., STS SID LLC, EMPLOYEE BACKGROUND INVESTIGATIONS, LLC and BISHOPS SERVICES LLC (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 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 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 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 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 Trademark Security Agreement.

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

[Signature pages follow.]

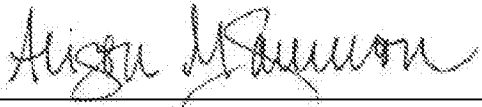
**STERLING INFOSYSTEMS, INC.,
STS SID LLC
EMPLOYMENT BACKGROUND
INVESTIGATIONS, LLC
BISHOPS SERVICES LLC**

By: 

Name: Peter Walker

Title: Executive Vice President, Chief Financial
Officer and Treasurer

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Alison Sammon
Title: Managing Director

**Schedule I
Trademark Registrations and Use Applications**

Mark	Country	Owner	Case Status	Reg. Date (App. Date)	Registration No.
STERLING	United States of America	Sterling Infosystems, Inc.	Registered	Jul. 10, 2012	4,170,329
BACKCHECK	United States of America	Sterling Infosystems, Inc.	Registered	Dec. 19, 2006	3,187,992
STERLING TESTING SYSTEMS	United States of America	Sterling Infosystems, Inc.	Registered	Dec. 19, 2004	2,894,405
STERLINGBACK CHECK	United States of America	Sterling Infosystems, Inc.	Registered	Jan. 05, 2016	4882235
VERIFIED VOLUNTEERS	United States of America	Sterling Infosystems, Inc.	Registered	Dec. 31, 2013	4,460,320
BISHOPS	United States of America	Bishops Services LLC	Registered	Jul. 29, 2014	4,574,277
SCREENING NEWS NETWORK	United States of America	Employment Background Investigations, LLC	Registered	Oct. 12, 2021	6,515,590
THE WOW EXPERIENCE	United States of America	Employment Background Investigations, LLC	Registered	Dec. 03, 2019	5,925,773
GO FOR WOW	United States of America	Employment Background Investigations, LLC	Registered	Dec. 03, 2019	5,925,771
ONLY HAPPY PEOPLE DELIVER "HAPPY"	United States of America	Employment Background Investigations, LLC	Registered	Dec. 03, 2019	5,925,766
DELTA TRACKER	United States of America	Employment Background Investigations, LLC	Registered	Dec. 18, 2018	5,633,584
THE SUITE LIFE	United States of America	Employment Background Investigations, LLC	Registered	Aug. 14, 2018	5,542,443
J ONE (& design)	United States of America	Employment Background Investigations, LLC	Registered	Nov. 12, 2013	4,431,267
EBI (& design)	United States of America	Employment Background Investigations, LLC	Registered	Oct. 29, 2013	4,424,276
JUST ONE SOLUTION	United States of America	Employment Background Investigations, LLC	Registered	Jul. 16, 2013	4,367,928
BETTER PEOPLE. BETTER TECHNOLOGY. BETTER RESULTS.	United States of America	Employment Background Investigations, LLC	Registered	Oct. 26, 2004	2,896,786
EBI	United States of America	Employment Background Investigations, LLC	Registered	Oct. 12, 2004	2,892,794

Mark	Country	Owner	Case Status	Reg. Date (App. Date)	Registration No.
CHECKWELL	United States of America	Sterling Infosystems, Inc.	Registered	April 14, 2009	3,607,689
COURT DIRECT	United States of America	Sterling Infosystems, Inc.	Registered	June 21, 2022	6,767,264
EMPLOYEESCREEN	United States of America	Sterling Infosystems, Inc.	Registered	Sept. 05, 2006	3,139,190
KNOW WHO YOU'RE HIRING	United States of America	Sterling Infosystems, Inc.	Registered	April 28, 2009	3,612,918
ST in Circle Logo	United States of America	Sterling Infosystems, Inc.	Registered	Oct. 03, 2017	5,302,644
ST Logo	United States of America	Sterling Infosystems, Inc.	Registered	Oct. 03, 2017	5,302,643
STERLING	United States of America	Sterling Infosystems, Inc.	Registered	Sept. 24, 2019	5,867,862
STERLING (Stylized)	United States of America	Sterling Infosystems, Inc.	Registered	Sept. 24, 2019	5,867,697
STERLING TALENT SOLUTIONS	United States of America	Sterling Infosystems, Inc.	Registered	Feb. 06, 2018	5,397,212
STERLINGNOW	United States of America	Sterling Infosystems, Inc.	Registered	April 16, 2019	5,726,887
TalentWise FastLane	United States of America	Sterling Infosystems, Inc.	Registered	Nov. 22, 2016	5,084,789
SUREID	United States of America	STS SID LLC	Registered	Jan. 02, 2018	5,370,745
SUREID & Design	United States of America	STS SID LLC	Registered	Jan. 02, 2018	5,370,746
SUREID	United States of America	STS SID LLC	Registered	Jan. 02, 2018	5,367,291
SUREID Logo	United States of America	STS SID LLC	Registered	Jan. 02, 2018	5,367,292
EID PASSPORT	United States of America	STS SID LLC	Registered	Aug. 02, 2005	2,980,777
EID PASSPORT Logo	United States of America	STS SID LLC	Registered	Aug. 02, 2005	2,980,776
EID	United States of America	STS SID LLC	Registered	Feb. 18, 2003	2,689,055
WHEN TRUST IS ESSENTIAL, SO ARE WE	United States of America	STS SID LLC	Registered	Nov. 21, 2017	5,337,923

TRADEMARK

RECORDED: 11/29/2022

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