

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM796863

<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>
A-CHECK AMERICA, LLC		03/22/2023	Limited Liability Company: 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>	44114-1306		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3963907	A-CHECK AMERICA	
<b>Registration Number:</b>	2536017	A-CHECK DIRECT	
<b>Registration Number:</b>	6869967	A-CHECK GLOBAL	
<b>Registration Number:</b>	4953332	A-CHECK GLOBAL SCREENING MADE SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-530-5878		
<b>Email:</b>	dcip@milbank.com, jgarces@milbank.com		
<b>Correspondent Name:</b>	John Garces, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10001-2163		
<b>ATTORNEY DOCKET NUMBER:</b>	36990.00010		
<b>NAME OF SUBMITTER:</b>	John Garces, Esq.		
<b>SIGNATURE:</b>	/John Garces/		
<b>DATE SIGNED:</b>	03/23/2023		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of March 22, 2023, by A-CHECK AMERICA, LLC (“**Grantor**”) in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement (defined below)) (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. 1 to 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 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 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 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 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.

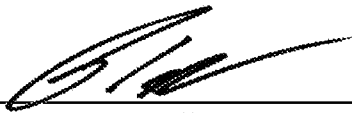
SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement 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.]

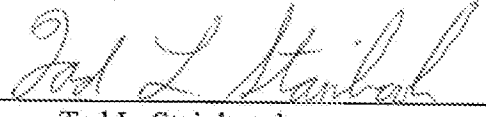
A-CHECK AMERICA, LLC

By:  \_\_\_\_\_

Name: Peter Walker

Title: Chief Financial Officer and Treasurer

KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: 

Name: Tad L. Stainbrook  
Title: Senior Vice President

**Schedule I**  
**Trademark Registrations and Use Applications**

<b>Country</b>	<b>Registration No.</b>	<b>Title</b>
United States of America	3963907	A-CHECK AMERICA
United States of America	2536017	A-CHECK DIRECT
United States of America	6869967	A-CHECK GLOBAL and design
United States of America	4953332	A-CHECK GLOBAL SCREENING MADE SMART