

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		06/30/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	STERLING INFOSYSTEMS, INC.		
Street Address:	1 STATE STREET PLAZA		
Internal Address:	24TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
Name:	STERLING INFOSYSTEMS - OHIO, INC.		
Street Address:	1 STATE STREET PLAZA		
Internal Address:	24TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: ARKANSAS		
Name:	AMERICAN BACKGROUND INFORMATION SERVICES, INC.		
Street Address:	1 STATE STREET PLAZA		
Internal Address:	24TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: VIRGINIA		
Name:	BISHOPS SERVICES, INC.		
Street Address:	1 STATE STREET PLAZA		
Internal Address:	24TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
TRADEMARK			

CH \$440.00 77813567

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77813567	ACXIOM I-CHECK
Serial Number:	75661659	AMERICAN BACKGROUND
Serial Number:	75661658	AMERICAN BACKGROUND
Serial Number:	85673844	
Serial Number:	78485087	BACKCHECK
Serial Number:	78957814	BACKGROUND UNIVERSITY
Serial Number:	85772641	BISHOPS
Serial Number:	85772653	BISHOPS SERVICES
Serial Number:	86237393	S
Serial Number:	85326215	STERLING
Serial Number:	78865481	STERLING INFOSYSTEMS
Serial Number:	76498937	STERLING TESTING SYSTEMS
Serial Number:	86237416	STERLINGBACKCHECK
Serial Number:	85206441	TANDEM
Serial Number:	85165037	TRUSST
Serial Number:	85875276	VERIFIED VOLUNTEERS
Serial Number:	85875288	VV

CORRESPONDENCE DATA

Fax Number: 2128225096

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.

Email: nbrowand@milbank.com

Correspondent Name: MILBANK, TWEED, HADLEY & MCCLOY LLP

Address Line 1: 28 LIBERTY STREET

Address Line 2: ATTN: NATHANIEL T. BROWAND

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 30045.77100

NAME OF SUBMITTER: Nathaniel T. Browand

SIGNATURE: /Nathaniel T. Browand/

DATE SIGNED: 06/30/2017

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of June 30, 2017, by **KeyBank National Association**, in its capacity as administrative agent (in such capacity, the “Administrative Agent”), in favor of **Sterling Infosystems, Inc., Sterling Infosystems – Ohio, Inc., American Background Information Services, Inc. and Bishops Services, Inc.** (individually, a “Grantor”, and, collectively, the “Grantors”) pursuant to that certain Second Lien Credit Agreement, dated June 19, 2015 (as amended by the First Amendment to Second Lien Credit Agreement, dated as of January 27, 2016, the “Second Lien Credit Agreement”), by and among Sterling Intermediate Corp., a Delaware corporation, as parent (the “Parent”), Sterling Midco Holdings, Inc., a Delaware corporation, as borrower (the “Borrower”), the other Guarantors party thereto from time to time, the lenders party thereto from time to time, certain other parties thereto and KeyBank National Association (“KeyBank”), as Administrative Agent and as Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement (defined below), or if not defined therein, in the Second Lien Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of June 19, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) in favor of the Administrative Agent, pursuant to which the applicable Grantor executed and delivered (i) that certain Second Lien Trademark Security Agreement, dated as of June 19, 2015, by and among Sterling Infosystems, Inc., Sterling Infosystems – Ohio, Inc., American Background Information Services, Inc., Bishops Services, Inc. and KeyBank (the “Second Lien Trademark Security Agreement”), (ii) that certain Second Lien Trademark Security Agreement, dated as of January 27, 2016, by and among TalentWise, Inc. and KeyBank (the “TalentWise Second Lien Trademark Security Agreement”) and (iii) that certain Second Lien Trademark Security Agreement, dated as of January 27, 2016, by and among employeescreenIQ, Inc. and KeyBank (the “ESIQ Second Lien Trademark Security Agreement”, and, together with the Second Lien Trademark Security Agreement and the TalentWise Second Lien Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of their right, title and interest in, to and under all of the following Collateral of the Grantors: (a) Trademarks of the Grantors identified in Schedule A attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and all rights corresponding thereto throughout the world; (c) all claims and rights to recover for past, present and future infringement or dilution of or injury with respect to any of the foregoing; and (d) any and all Proceeds (as defined in the Second Lien Credit Agreement) of or arising from any of the foregoing (collectively, the “Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5560, Frame 0307 on June 24, 2015;

WHEREAS, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of each Grantor in the Collateral, and to reconvey any and all rights in the Collateral to each Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges, with respect to each applicable Grantor, all of its lien on and security interest in and to all of each Grantor's right, title, and interest in, to and under the Collateral, and re-assigns to each applicable Grantor any and all right, title or interest it may have in such Collateral.

The Administrative Agent hereby authorizes each Grantor, or each Grantor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Collateral. The Administrative Agent agrees to execute and deliver to each Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreements.

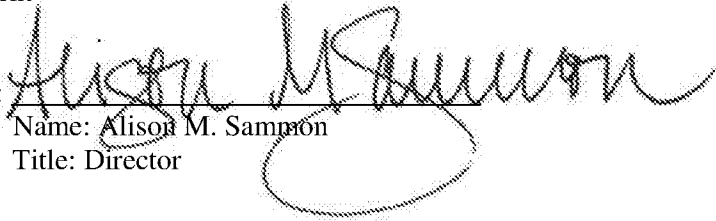
THIS RELEASE OF SECURITY INTEREST IN COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.


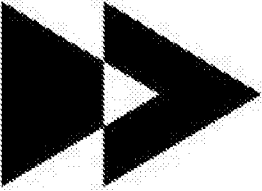
KEYBANK NATIONAL ASSOCIATION,
as the Administrative Agent and Collateral
Agent


By:


Name: Alison M. Sammon
Title: Director

SCHEDULE A

TRADEMARKS AND TRADEMARK 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		

Mark	Country	Owner	Case Status	Application No.	Reg. Date (App. Date)	Registration No.
STERLING	United States of America	Sterling Infosystems, Inc.	Registered	85/326215	7/10/2012	4170329
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