

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GCA Services Group, Inc.		06/11/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3019205	GCA
Registration Number:	3202693	GCAWARE
Registration Number:	3209535	GCAWARE
Registration Number:	2975436	
Registration Number:	3568596	QUALITY MEASURED. MANAGED. GUARANTEED.
Serial Number:	77945338	GCA CUSTOM GREEN
Serial Number:	77945320	GCA
Serial Number:	77945300	GCA SERVICES GROUP

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312)577-8416  
 Email: carole.dobbins@kattenlaw.com  
 Correspondent Name: Carole Dobbins c/o Katten Muchin  
 Address Line 1: 525 W. Monroe St.

CH \$215.00 3019205

**900164513**

**TRADEMARK  
 REEL: 004223 FRAME: 0872**

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-00237

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 06/11/2010

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 11, 2010, is made by GCA Services Group, Inc., a Delaware (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 11, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement (as defined in the Credit Agreement) 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 Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

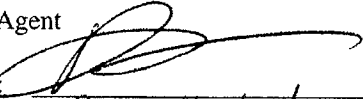
Very truly yours,

GCA SERVICES GROUP, INC., a Delaware corporation, as Grantor

By:   
Name: Robert Gerber  
Title: VP-CFO

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Danielle Ketz  
Its: Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

OWNER	TRADEMARK	COUNTRY	APPLN NO.	APPLN DATE	REGN NO	REGN DATE
GCA Services Group, Inc.	GCA	United States	76585947	04/09/2004	3019205	11/29/2005
GCA Services Group, Inc.	GCAware	United States	78509692	11/02/2004	3202693	01/23/2007
GCA Services Group, Inc.	GCAware	United States	78263156	06/17/2003	3209535	02/13/2007
GCA Services Group, Inc.	Miscellaneous Design	United States	76585941	04/09/2004	2975436	07/26/2005
GCA Services Group, Inc.	Quality Measured. Managed. Guaranteed.	United States	78539577	12/29/2004	3568596	01/27/2009
GCA Services Group, Inc.	GCA Custom Green	United States	77945338	02/25/2010		
GCA Services Group, Inc.	GCA and Design	United States	77945320	02/25/2010		
GCA Services Group, Inc.	GCA Services Group	United States	77945300	02/25/2010		