

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
GCA Services Group, Inc.		11/01/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
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.	
Registration Number:	3983299	GCA CUSTOM GREEN	
Registration Number:	3960502	GCA	
Registration Number:	3960501	GCA SERVICES GROUP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		

Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 010395/1298

NAME OF SUBMITTER: Samantha J. Himelman

Signature: /sjh/

Date: 11/27/2012

**Total Attachments: 6**

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SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of November 1, 2012 (this “**Agreement**”), among GCA Services Group, Inc., a Delaware corporation (the “**Grantor**”) and CREDIT SUISSE AG, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Intellectual Property Security Agreement dated as of November 1, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among ERIE MERGER HOLDINGS, LLC, a Delaware limited liability company (the “**Parent**”), ERIE MERGER SUBSIDIARY, INC., a Delaware corporation (to be merged with and into GCA SERVICES GROUP, INC., a Delaware corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of November 1, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Credit Suisse AG, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trade-

mark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

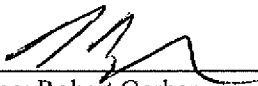
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

**GCA SERVICES GROUP, INC.,**  
**as the Grantor**

By:   
Name: Robert Gerber  
Title: Vice President, Chief Financial  
Officer and Secretary

*[Signature Page to Second Lien Trademark Short Form Security Agreement]*

**CREDIT SUISSE AG , CAYMAN ISLANDS  
BRANCH**

as Collateral Agent,

By: 

Name:

JAMES MORAN

Title:

MANAGING DIRECTOR

By: 

Name:

Tyler R. Smith

Title:

Associate

## Schedule I

United States Trademarks and Trademark Applications

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Record Owner</u></b>	<b><u>Reg. No.</u> <u>App. No.</u></b>
GCA	Mexico	GCA Services Group, Inc.	863878 682409
GCA	Mexico	GCA Services Group, Inc.	864416 682405
GCA	Mexico	GCA Services Group, Inc.	867132 682402
GCA Services Group, Inc.	Mexico	GCA Services Group, Inc.	863877 682401
GCA Services Group, Inc.	Mexico	GCA Services Group, Inc.	863876 682398
GCA Services Group, Inc.	Mexico	GCA Services Group, Inc.	863875 682397
GCA Services Group, Inc.	Mexico	GCA Services Group, Inc.	864415 682394
GCA Services Group, Inc. and Juggler Design	Mexico	GCA Services Group, Inc.	864414 682939
GCA Services Group, Inc. and Juggler Design	Mexico	GCA Services Group, Inc.	863523 682389
GCA Services Group, Inc. and Juggler Design	Mexico	GCA Services Group, Inc.	863080 682386
GCAware	Mexico	GCA Services Group, Inc.	868974 686332
GCAware	Mexico	GCA Services Group, Inc.	868973 686331
Juggler Design	Mexico	GCA Services Group, Inc.	864413 682385
Juggler Design	Mexico	GCA Services Group, Inc.	863522 682382
Juggler Design	Mexico	GCA Services Group, Inc.	863079 682379
Quality, Measured, Man- aged, Guaranteed	Mexico	GCA Services Group, Inc.	32552 28735
GCA SERVICES GROUP QUALITY GUARANTEE & DESIGN	Canada	GCA Services Group, Inc.	1274891
GCA SERVICES GROUP, INC. & JUGGLER DESIGN	Canada	GCA Services Group, Inc.	1235137
JUGGLER DESIGN	Canada	GCA Services Group, Inc.	1235138

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Record Owner</u></b>	<b><u>Reg. No.</u> <u>App. No.</u></b>
QUALITY MEASURED MANAGED GUARANTEED & DESIGN	Canada	GCA Services Group, Inc.	1243437
GCA	United States	GCA Services Group, Inc.	3019205 76585947
GCAware	United States	GCA Services Group, Inc.	3202693 78509692
GCAware	United States	GCA Services Group, Inc.	3209535 78263156
Miscellaneous Design	United States	GCA Services Group, Inc.	2975436 76585941
Quality, Measured, Man- aged, Guaranteed	United States	GCA Services Group, Inc.	3568596 78539577
GCA Custom Green	United States	GCA Services Group, Inc.	3983299 77945338
GCA and Design	United States	GCA Services Group, Inc.	3960502 77945320
GCA Services Group	United States	GCA Services Group, Inc.	3960501 77945300