

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agency Assignment Agreement		
CONVEYING PARTY DATA			
	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent		09/12/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent		
Street Address:	225 West Washington Street		
Internal Address:	Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76564890	IAP	
Serial Number:	76564891	IAP WORLDWIDE SERVICES	
Serial Number:	85978642	IAP	
Serial Number:	85409862	IAP WORLDWIDE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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) 819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of Americas		
Address Line 2:	Patent and Trademark Dept.		
Address Line 4:	New York, NEW YORK 10036		

OP \$115.00 76564890

TRADEMARK

ATTORNEY DOCKET NUMBER:	1111779-2028
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	09/12/2013

Total Attachments: 33

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AGENCY ASSIGNMENT AGREEMENT

This AGENCY ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of September 12, 2013 by and among DEUTSCHE BANK TRUST COMPANY AMERICAS (“DBTCA”), CORTLAND CAPITAL MARKET SERVICES LLC (“Cortland”), IAP WORLDWIDE SERVICES, INC, a Delaware corporation (the “Borrower”), each of the other CREDIT PARTIES signatory hereto and the Lenders signatory hereto (the “Consenting Lenders”). Reference is made to that certain Second-Lien Credit Agreement dated as of March 30, 2005, as amended and restated as of December 30, 2005, as further amended and restated as of June 12, 2008, and as further amended and restated as of November 2, 2012 (as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (the “Lenders”) and DBTCA, as Administrative Agent and Collateral Agent.

W I T N E S S E T H

WHEREAS, (a) DBTCA desires to resign as Administrative Agent and Collateral Agent under the Credit Agreement, the Security Documents and each of the other Credit Documents (collectively, including each of the foregoing and the Credit Documents set forth on Schedule 1 hereto, the “Assigned Agreements”), (b) Cortland desires to succeed DBTCA as Administrative Agent and Collateral Agent under the Credit Agreement, the Security Documents and each of the other Assigned Agreements and (c) DBTCA desires to assign all of its rights, responsibilities, duties and obligations to Cortland, in each case as further set forth herein;

WHEREAS, DBTCA has delivered that certain letter from DBTCA to the Borrower and the Lenders, dated September 12, 2013, regarding its resignation as Administrative Agent and Collateral Agent (the “Resignation Letter”), attached hereto as Exhibit A;

WHEREAS, certain Lenders constituting the “Required Lenders” (a) desire to acknowledge DBTCA’s resignation as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, (b) desire to appoint Cortland as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements in accordance with Section 11.09 of the Credit Agreement and (c) desire to acknowledge the assignment by DBTCA of all of its rights, responsibilities, duties and obligations to Cortland, in each case as further set forth herein; and

WHEREAS, the Credit Parties (a) desire to acknowledge DBTCA’s resignation as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, (b) desire to acknowledge, accept and approve of Cortland’s appointment as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements and (c) desire to acknowledge the assignment by DBTCA of all of its rights, responsibilities, duties and obligations to Cortland, in each case as further set forth herein.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement are used herein as defined therein.

2. Effectiveness of Resignation of Administrative Agent and Collateral Agent. All parties hereto acknowledge and agree that pursuant to the Resignation Letter, DBTCA has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and each of the other Assigned Agreements, effective on the date hereof, and the parties hereto acknowledge, accept and approve such resignation (it being understood that Sections 11 and 12.01 of the Credit Agreement and any other provisions of the Credit Agreement or any other Credit Document regarding payment of costs and expenses and indemnification of the Administrative Agent or the Collateral Agent, together with any provision of any Credit Document that shall accrue to the benefit of any retiring or resigning Agent or shall otherwise survive the resignation of any Agent, shall continue in effect for the benefit of DBTCA in respect of any actions taken or omitted to be taken by it as Administrative Agent and Collateral Agent under the Credit Agreement).

3. Appointment of Successor Administrative Agent and Collateral Agent; Assignment of Agency Rights.

(a) The Administrative Agent confirms that the Consenting Lenders constitute the Required Lenders. The Consenting Lenders (x) hereby waive the prior notice requirement set forth in Section 11.09 of the Credit Agreement, acknowledge that the Administrative Agent is not a “commercial bank or trust company” and waive any requirement related thereto and (y), pursuant to Section 11.09 of the Credit Agreement, hereby (i) appoint, effective as of the date hereof, Cortland as the successor Administrative Agent (in such capacity, the “Successor Administrative Agent”) and Cortland as the successor Collateral Agent (in such capacity, the “Successor Collateral Agent”, and collectively with the Successor Administrative Agent, the “Successor Agent”), in each case under and pursuant to the terms of the Credit Agreement and the other Credit Documents effective as of the date hereof; (ii) notify the Credit Parties of the foregoing appointments, (iii) authorize each of DBTCA and Cortland to enter into such assignment documentation as is customary in order to give effect to such appointment and to assign such roles (together with the rights, duties, obligations, Liens and Agency Rights (as defined below) associated therewith) from DBTCA to Cortland, and (iv) direct Cortland in its capacities as Successor Agent to enter into, simultaneously with this Agreement, the Credit Agreement and any Security Document or other Credit Document (or amendment or reaffirmation of any Security Document or other Credit Document) to which the Administrative Agent or Collateral Agent is a party.

(b) The Credit Parties (x) hereby waive the prior notice requirement set forth in Section 11.09 of the Credit Agreement, acknowledge that the Administrative Agent is not a “commercial bank or trust company” and waive any requirement related thereto and (y) hereby (i) consent to the appointment of Cortland as Successor Administrative Agent and Successor Collateral Agent and (ii) acknowledge the resignation of DBTCA as Administrative Agent and Collateral Agent.

(c) Pursuant to Section 11 of the Credit Agreement, Cortland, in its capacity as both the Successor Administrative Agent and the Successor Collateral Agent, by its signature

below, hereby accepts its appointment as Administrative Agent and Collateral Agent, effective as of the date hereof and agrees to perform all of the duties of the Administrative Agent and the Collateral Agent under, and pursuant to the terms and conditions of, the Credit Agreement and the other Credit Documents.

(d) By virtue of the resignation of DBTCA as Administrative Agent and Collateral Agent and the appointment of the Successor Agent, all parties hereto acknowledge that Cortland has succeeded (by way of assignment) to all of the rights and interests of the Administrative Agent and the Collateral Agent under all Credit Documents (collectively, the “Agency Rights”), including with respect to all of the Collateral Agent’s rights and interests as the secured party, on behalf of the Secured Creditors, with respect to the Collateral pledged to it pursuant to the Security Documents, any patent security agreement, any trademark security agreement, any copyright security agreement, deposit account control agreement, notice of assignment delivered to any U.S. federal agency or any other Credit Document and as the holder of any Lien therein. For the avoidance of doubt (and as a supplement to and in no way in limitation of the foregoing paragraphs), effective as of the date hereof, DBTCA, in its respective capacities as Administrative Agent and Collateral Agent, hereby absolutely and unconditionally grants, assigns, novates, transfers, conveys and delivers to the Successor Agent all of DBTCA’s rights, title, interest, duties and obligations in all of the Agency Rights (the “Agency Assignment”) (it being understood that Section 11 and Section 12.01 of the Credit Agreement and any other provisions of the Credit Agreement or any other Credit Document regarding payment of costs and expenses and indemnification of the Administrative Agent or the Collateral Agent, together with any provision of any Credit Document that shall accrue to the benefit of any retiring or resigning Agent or should otherwise survive the resignation of any Agent, as such provisions are in effect on the date hereof, shall continue in effect for the benefit of DBTCA in respect of any actions taken or omitted to be taken by it as Administrative Agent and Collateral Agent under the Credit Agreement), and each of the Credit Parties hereby consents to such Agency Assignment. Successor Agent hereby absolutely and unconditionally accepts the foregoing assignment, assumes all of DBTCA’s rights, duties and obligations as stated above pursuant to this Agreement and agrees to perform and to be bound by all of the terms, covenants and conditions of such rights, title, interest, duties and obligations which arise from and after the date hereof. Notwithstanding anything herein to the contrary, all of such assigned Liens shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing, any reference to DBTCA on any publicly filed document, to the extent such filing relates to the Liens in the Collateral assigned hereby and until such filing is modified to reflect the interests of Cortland, shall, with respect to such Liens, constitute a reference to DBTCA as collateral representative of Cortland (provided, that the parties hereto agree that DBTCA’s role as such collateral representative shall impose no duties, obligations or liabilities on DBTCA).

(e) DBTCA, Successor Agent and the Credit Parties agree (at the Credit Parties’ expense) to execute on or after the date hereof any and all instruments, agreements and other documents, including acknowledgments or assignments, reasonably requested by DBTCA or the Successor Agent to evidence or otherwise memorialize the Agency Assignment and the succession of Successor Agent to the Agency Rights. For the avoidance of doubt, it is solely the obligation of the Credit Parties to perfect and maintain the perfection of Liens required by the Security Document or any other Credit Document.

(f) DBTCA agrees that, to further effectuate the purposes of this Agreement, it shall, in all cases subject to the Intercreditor Agreement, in each case at the Borrower's and the other Credit Parties' expense: (i) on or before the date hereof, deliver copies of each of the Assigned Agreements set forth on Schedule 1; (ii) on or before the date hereof, to the extent in its possession as Collateral Agent under the Credit Agreement, deliver the original instruments, promissory notes and other property that are set forth on Schedule 2 and the loan registers and administrative questionnaires; (iii) on or before the date that is 30 days after the date hereof (which date may be extended by the Successor Agent at its sole discretion), deliver all documents prepared by the Credit Parties or the Successor Agent (and reasonably acceptable to DBTCA) necessary to substitute the Successor Agent as additional insured and/or loss payee with respect to the insurance policies set forth on the certificates of insurance attached hereto as Annex A; (iv) on or before the date that is 30 days after the date hereof (which date may be extended by the Successor Agent at its sole discretion), execute and deliver any documents in recordable form prepared by the Credit Parties or the Successor Agent (and reasonably acceptable to DBTCA) necessary to assign its Lien on the real property (including UCC-3s) described in the mortgages and deeds of trust located in the United States listed on Schedule 3; (v) on or before the date hereof, execute, deliver and file any documents prepared by the Credit Parties or the Successor Agent (and reasonably acceptable to DBTCA) necessary to assign its security interest in the Patents, Trademarks and Copyrights set forth on Schedule 4; (vi) on or before the date hereof, file Uniform Commercial Code assignments or amendments with respect to the Uniform Commercial Code financing statements filings listed on Schedule 5 prepared by the Credit Parties or the Successor Agent (and reasonably acceptable to DBTCA) as appropriate to evidence Cortland's succession as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents; and (vii) on or before the date that is 30 days after the date hereof (which date may be extended by the Successor Agent at its sole discretion), execute and deliver replacement control agreements, in form and substance reasonably acceptable to DBTCA and assuming due execution and delivery thereof by the other parties thereto, with respect to all control agreements listed on Schedule 6 and all local law assignments and amendments listed on Schedule 7. Each of the Borrower, on behalf of itself and the other Credit Parties, and DBTCA authorizes the Borrower and the other Credit Parties (and/or their respective counsel) to prepare and file at any time on or after the date hereof (x) such additional Uniform Commercial Code assignments or amendments with respect to the Uniform Commercial Code financing statements in such offices and jurisdictions as are necessary or appropriate to effectuate the Agency Assignment; (y) such additional patent, trademark and copyright filings with respect to the Patents, Trademarks and Copyrights listed on Schedule 4 in such offices and jurisdictions as are necessary or appropriate to effectuate the Agency Assignment and (z) such local law assignments or amendments effectuate the Agency Assignment listed on Schedule 7.

(g) The parties hereto agree that Cortland shall bear no responsibility for any actions taken or omitted to be taken by DBTCA while DBTCA served as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents or for any other event or action related to the Credit Agreement and the other Credit Documents which occurred prior to the effectiveness of this Agreement. The parties hereto agree that DBTCA shall bear no responsibility for any actions taken or omitted to be taken by Cortland as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents.

4. Acknowledgements of DBTCA.

(a) Subject to Section 10 below, upon the effectiveness of this Agreement, DBTCA acknowledges and agrees that none of the Credit Parties have any further obligations to DBTCA in its capacities as Administrative Agent and Collateral Agent under the Credit Agreement or any Credit Document (it being understood that Section 11 and Section 12.01 of the Credit Agreement and any other provisions of the Credit Agreement or any other Credit Document regarding payment of costs and expenses and indemnification of the Administrative Agent or the Collateral Agent, together with any provision of any Credit Document that shall accrue to the benefit of any retiring or resigning Agent or shall otherwise survive the resignation of any Agent, as such provisions are in effect on the date hereof, shall continue in effect for the benefit of DBTCA in respect of any actions taken or omitted to be taken by it as Administrative Agent and Collateral Agent under the Credit Agreement).

(b) DBTCA agrees that, with respect to any items of payment, proceeds of Collateral or other collections it may receive from and after the date hereof in connection with the Credit Documents other than any amounts due to it hereunder or amounts otherwise entitled to be paid, reimbursed or indemnified for as contemplated hereunder (collectively, the “Collections”), DBTCA disclaims any interest in such Collections and agrees to promptly notify the Successor Agent of its receipt thereof and to promptly deliver to the Successor Agent in the same form as received (without representation or warranty and without recourse), any such Collections to such account as the Successor Agent shall specify at such time.

5. Register. From and after the date hereof, Successor Administrative Agent (or its agent or sub-agent appointed by it) shall maintain the Register as provided in Section 12.15 of the Credit Agreement. From and after the date hereof, the Borrower hereby designates the Successor Administrative Agent to serve as the Borrower’s agent solely for purposes of maintaining the Register as provided in Section 12.15 of the Credit Agreement.

6. Effectiveness. This Agreement shall become effective, and the representations, warranties and other statements herein shall be made, on and as of the date hereof. This Agreement shall not, except as expressly provided herein, operate as an amendment or waiver of any right, power or remedy of any Lender or the Successor Agent under any of the Credit Documents, nor constitute an amendment or waiver of any provision of any of the Credit Documents. Except as expressly provided herein, all of the provisions and covenants of the Credit Agreement and the other Credit Documents are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby in all respects ratified and confirmed.

7. References, Payments, Notices and Amendments to Credit Documents.

(a) From and after the date hereof and until such time, if any, that the Successor Agent effectuates a resignation as Administrative Agent and Collateral Agent, all references in the Credit Documents to “Administrative Agent” or “Collateral Agent” shall, in each case, mean and be a reference to the Successor Agent, acting in such capacity.

(b) From and after the date hereof and until such time, if any, that the Successor Agent effectuates a resignation as Administrative Agent and Collateral Agent, all notices and payments delivered to the “Administrative Agent” or “Collateral Agent” pursuant to any Credit Document shall be delivered to Successor Agent at the following address and otherwise in accordance with the provision set forth in such Credit Document:

Cortland Capital Market Services LLC
225 West Washington Street, 21st Floor

Chicago, IL 60606
Attn: Chris Capezuti
Fax: 312-376-0751
E-mail: chris.capezuti@cortlandglobal.com

The instructions for purposes of delivery by Credit Parties of payments due under the Credit Agreement, are as follows:

WIRE INSTRUCTIONS:

Bank Name: BMO Harris Bank N.A.
Bank Address: 111 W. Monroe, Chicago, IL
ABA: 071-000-288
Account Name: Cortland Products Corp.
Account Number: 2023109
Please Reference: IAP

8. Fees and Expenses.

(a) The Borrower agrees to pay to DBTCA any and all due and outstanding fees, costs and other expenses incurred by DBTCA in connection with performing its role as Administrative Agent and Collateral Agent under the Credit Documents.

(b) Without in any way limiting the Borrower’s obligations under the Credit Documents, the Borrower shall be liable for all reasonable, documented, out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by DBTCA and the Successor Agent in connection with this Agreement or in connection with any of the actions taken by either of them contemplated hereunder and shall promptly reimburse DBTCA and/or the Successor Agent upon demand therefor.

(c) Each of the parties hereto hereby agrees that neither DBTCA nor any of its Affiliates shall be under any obligation to share, rebate, disgorge or refund any fees or expense reimbursement it has received or is entitled to receive under the Credit Documents (including under this Agreement).

(d) (i) The fees payable by the Borrower to Successor Agent shall be as separately agreed between the Borrower and Successor Agent and (ii) Successor Agent shall not be entitled to any fees payable to DBTCA.

9. Further Assurances. At any time or from time to time upon the reasonable request of the Successor Agent, at the Credit Parties' expense (including fees and expenses of counsel for DBTCA), DBTCA shall promptly execute, acknowledge and deliver such further documents (in form and substance reasonably acceptable to DBTCA) and do such other acts and things as the Successor Agent may reasonably request in furtherance of the transactions contemplated by this Agreement.

10. Representations and Warranties.

(a) Successor Agent hereby represents and warrants that it is a Delaware limited liability company.

(b) DBTCA hereby represents and warrants that (i) it has not previously assigned its rights as Administrative Agent or Collateral Agent under the Credit Documents and (ii) it has made, or promptly will make available to Successor Agent copies of all documents relating to the Credit Agreement and all written information in its possession relating to the administration and status thereof to the extent requested in writing by Successor Agent.

(c) Each of the parties hereto hereby represents and warrants that (i) it is legally authorized to enter into this Agreement and perform its obligations hereunder, (ii) it has duly executed and delivered this Agreement and (iii) this Agreement is a legal, valid and binding agreement of it, enforceable against it according to its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) Each Credit Party hereto represents and warrants that as of the date hereof, no Default or Event of Default has occurred and is continuing or would result from this Agreement.

(e) This Agreement is hereby made without representation or warranty of any kind, nature or description except as specified in clauses (a), (b) and (c) of this Section 10. Without limiting the generality of the foregoing, Successor Agent acknowledges that DBTCA has not made any representation or warranty as to the financial condition of the Borrower and the other Credit Parties or their subsidiaries or account debtors, values, quality, quantities or locations of inventory or other assets or the collectibility or realizability of any Collateral or any Obligations or as to the legality, validity, enforceability, perfection or priority of any Obligations or Collateral. Successor Agent acknowledges that it has made, to the extent determined by it to be necessary or prudent, its own independent investigation and determination of the foregoing matters and all other matters pertaining to the assignment made hereby.

11. Indemnification, etc.

(a) Notwithstanding anything in this Agreement or in the Credit Documents to the contrary, all parties hereto expressly acknowledge and agree that the provisions of Section 11 and Section 12.01 of the Credit Agreement as existing before the date hereof, shall continue in effect for the benefit of DBTCA, its sub agents and their respective Affiliates in connection with or as a result of the execution or delivery of this Agreement, any other Credit Document, or any

amendment, amendment and restatement, modification or waiver of the provisions hereof or thereof, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder (including without limitation for any actions taken or omitted to be taken by any of them in connection with any of the foregoing while DBTCA was acting as Agent and while DBTCA was acting as bailee or sub-agent pursuant to Section 3(d) hereof) or the consummation of the transactions contemplated hereby or thereby.

(b) The Credit Parties hereby acknowledge and agree that the Successor Agent shall be entitled to the indemnities set forth in Section 12.01 of the Credit Agreement in connection with its execution, performance and enforcement of this Agreement.

12. Reaffirmation of Credit Documents and Assigned Agreements. Each of the undersigned Credit Parties hereby expressly acknowledges and confirms, both before and after giving effect to this Agreement, that it is bound by each of the Credit Documents and Assigned Agreements to which it is a party by virtue of its having been an original signatory thereto. Each of the Credit Documents and Assigned Agreements are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of this Agreement by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart.

14. **GOVERNING LAW.**

(a) **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

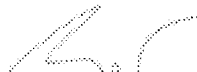
(b) **EACH CREDIT PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THERETO, IN ANY ACTIONS OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGEMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDINGS SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE, OR TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON**


THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT DBTCA OR THE SUCCESSOR AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE CREDIT PARTIES OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

15. WAIVERS OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as resigning Administrative Agent
and Collateral Agent**

By: 
Name: Benjamin South
Title: Vice President

By: 
Name: Keith C. Braun
Title: Managing Director

**CORTLAND CAPITAL MARKETS LLC, as
Successor Administrative Agent and Collateral
Agent**

By: _____
Name:
Title:

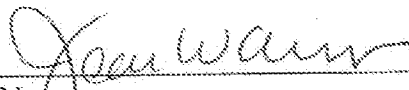
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**, as resigning Administrative Agent
and Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

**CORTLAND CAPITAL MARKET SERVICES
LLC**, as Successor Administrative Agent and
Collateral Agent

By:  _____
Name: **JOANNA ANDERSON**
Title: **AUTHORIZED SIGNATORY**

THE "CREDIT PARTIES":

IAP WORLDWIDE SERVICES, INC.

By: Rochelle L. Cooper
Name: Rochelle L. Cooper
Title: Sr. Vice President, General Counsel
& Secretary

IAP WORLD SERVICES, INC.

By: Rochelle L. Cooper
Name: Rochelle L. Cooper
Title: Secretary

READINESS MANAGEMENT SUPPORT, L.C.

By: Rochelle L. Cooper
Name: Rochelle L. Cooper
Title: Secretary

SIGNATURE PAGE to the AGENCY ASSIGNMENT AGREEMENT dated as of September ¹², 2013 among IAP WORLDWIDE SERVICES, INC., IAP WORLD SERVICES, INC., READINESS MANAGEMENT SUPPORT, L.C.; DEUTSCHE BANK TRUST COMPANY AMERICAS as resigning Administrative Agent; and CORTLAND CAPITAL MARKET SERVICES LLC, as Successor Administrative Agent.

Name of Institution:

CAL FUND CLO INVESTMENT 2008-1, LLC

By: 

Name:

Rennie Kaplan

Title:

Managing Director

By: 

Name:

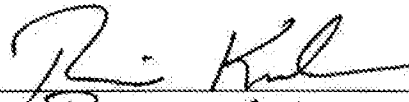
Steven Hartman

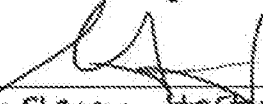
Title: Authorized Signatory

SIGNATURE PAGE to the AGENCY ASSIGNMENT AGREEMENT dated as of September 12, 2013 among IAP WORLDWIDE SERVICES, INC., IAP WORLD SERVICES, INC., READINESS MANAGEMENT SUPPORT, L.C.; DEUTSCHE BANK TRUST COMPANY AMERICAS as resigning Administrative Agent; and CORTLAND CAPITAL MARKET SERVICES LLC, as Successor Administrative Agent.

Name of Institution:

TC CAPITAL PARTNERS, L.P.

By: 
Name: Ronnie Kaplan
Title: Managing Director

By: 
Name: Steven Hartman
Title: Authorized Signatory

SIGNATURE PAGE to the AGENCY ASSIGNMENT AGREEMENT dated as of September 12, 2013 among IAP WORLDWIDE SERVICES, INC., IAP WORLD SERVICES, INC., READINESS MANAGEMENT SUPPORT, L.C.; DEUTSCHE BANK TRUST COMPANY AMERICAS as resigning Administrative Agent; and CORTLAND CAPITAL MARKET SERVICES LLC, as Successor Administrative Agent.

Name of Institution:

LEVINE LEICHTMAN CAPITAL PARTNERS DEEP VALUE FUND, L.P.

By: 

Name: Steven Hartman

Title: Authorized Signatory

SIGNATURE PAGE to the AGENCY ASSIGNMENT AGREEMENT dated as of September 12, 2013 among IAP WORLDWIDE SERVICES, INC., IAP WORLD SERVICES, INC., READINESS MANAGEMENT SUPPORT, L.C.; DEUTSCHE BANK TRUST COMPANY AMERICAS as resigning Administrative Agent; and CORTLAND CAPITAL MARKET SERVICES LLC, as Successor Administrative Agent.

Name of Institution:

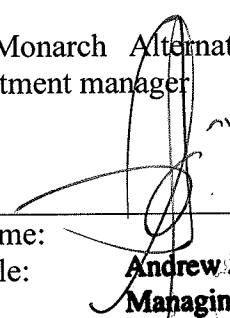
MONARCH MASTER FUNDING LTD

By: Monarch Alternative Capital LP, as investment manager

By

Name:

Title:


Andrew J. Herenstein
Managing Principal

Schedule 1**Description of Certain Assigned Agreements**

- Second-Lien Credit Agreement, dated as of November 2, 2012, among IAP Worldwide Services, Inc., the Lenders party thereto and Deutsche Bank Trust Company Americas, as Administrative Agent.
- Second-Lien Security Agreement, dated as of March 30, 2005, among IAP Worldwide Services, Inc., certain of its subsidiaries party thereto and Deutsche Bank Trust Company Americas, as collateral agent.
- Second-Lien Pledge Agreement, dated as of March 30, 2005, among IAP Worldwide Services, Inc., certain of its subsidiaries party thereto and Deutsche Bank Trust Company Americas, as collateral agent.
- Second-Lien Subsidiaries Guaranty, dated as of March 30, 2005, among the guarantors party thereto and Deutsche Bank Trust Company Americas, as collateral agent.
- Intercreditor Agreement, dated as of March 30, 2005 and amended and restated as of December 30, 2005, among IAP Worldwide Services, Inc., each other grantor from time to time party thereto, Deutsche Bank Trust Company Americas, in its capacity as both collateral agent under the First-Lien Credit Documents and collateral agent under the Second Second-Lien Credit Documents.
- Second-Lien Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of March 30, 2005, made by Johnson Controls World Services Inc. (now known as IAP World Services, Inc.), a Florida corporation, as mortgagor to Deutsche Bank Trust Company Americas, as Collateral Agent, as mortgagee and recorded in the records of the Clerk of Courts of Brevard County, Florida on April 4, 2005 in Official Records Book 5446, Page 0722.
- First Amendment to Second-Lien Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of December 30, 2005, between IAP World Services, Inc. (formerly known as Johnson Controls World Services Inc.), a Florida corporation), as mortgagor and Deutsche Bank Trust Company Americas, as Collateral Agent, as mortgagee and recorded in the records of the Clerk of Courts of Brevard County, Florida on January 9, 2006 in Official Records Book 5589, Page 2864.
- Second-Lien Credit Document Acknowledgement and Amendments, dated as of November 2, 2012, among IAP World Services, Inc., certain of its subsidiaries party thereto and Deutsche Bank Trust Company Americas.

Schedule 2

Original Instruments and Collateral

None.

Schedule 3

Mortgages / Deeds of Trust

- Second-Lien Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of March 30, 2005, made by Johnson Controls World Services Inc. (now known as IAP World Services, Inc.), a Florida corporation, as mortgagor to Deutsche Bank Trust Company Americas, as Collateral Agent, as mortgagee and recorded in the records of the Clerk of Courts of Brevard County, Florida on April 4, 2005 in Official Records Book 5446, Page 0722.
- First Amendment to Second-Lien Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of December 30, 2005, between IAP World Services, Inc. (formerly known as Johnson Controls World Services Inc.), a Florida corporation), as mortgagor and Deutsche Bank Trust Company Americas, as Collateral Agent, as mortgagee and recorded in the records of the Clerk of Courts of Brevard County, Florida on January 9, 2006 in Official Records Book 5589, Page 2864.
- UCC-1 Financing Statement (fixture filing), naming IAP World Services, Inc., as debtor and Deutsche Bank Trust Company Americas, as Collateral Agent, as secured party and recorded in the records of the Clerk of Courts of Brevard County, Florida on August 20, 2013 in Official Records Book 6952, Page 2370.

Schedule 4

Intellectual Property

PATENTS

None.

TRADEMARKS

Title	Registered Number	Registered Date	Serial Number	Recorded Date/ Reel and Frame
IAP	2991145	09/06/2005	76564890	4/15/2005 3148/0721
IAP WORLDWIDE SERVICES	2991146	09/06/2005	76564891	4/15/2005 3148/0721
IAP	4314946	4/2/13	85978642	Filed: 9/22/11 Parent App No.: 85429270 Published: 4/10/12
IAP Worldwide Services	4153213	6/5/12	85409862	Filed: 8/29/11 Published: 3/20/12

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None.

Schedule 5**UCC –1 Financing Statements**

Debtor	Jurisdiction	Number	Date
IAP World Services, Inc.	Florida	201206539745	04/12/2012
IAP Worldwide Services, Inc.	Delaware	2012 1416223	04/12/2012
Readiness Management Support, L.C.	Florida	20126539761	04/12/2012

Schedule 6

Control Agreements

- The Deposit Account Control Agreement entered into as of April 30, 2010, among IAP World Services, Inc., Deutsche Bank Trust Company Americas, in its capacity as collateral agent under both the First-Lien Credit Agreement and Second-Lien Credit Agreement and Wachovia Bank, National Association.

- The Deposit Account Control Agreement entered into as of April 30, 2010, among IAP Worldwide Services, Inc., Deutsche Bank Trust Company Americas, in its capacity as collateral agent under both the First-Lien Credit Agreement and Second-Lien Credit Agreement and Wachovia Bank, National Association.

- The Deposit Account Control Agreement entered into as of April 30, 2010, among Readiness Management Support, LLC, Deutsche Bank Trust Company Americas, in its capacity as collateral agent under both the First-Lien Credit Agreement and Second-Lien Credit Agreement and Wachovia Bank, National Association.

Schedule 7

Local Law Assignment Agreements

None.

Annex A

Certificates of Insurance



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED IAP Worldwide Services, Inc.	
POLICY NUMBER See Certificate Number: 570051190336			
CARRIER See Certificate Number: 570051190336	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC039901042 FL	03/30/2013	03/30/2014		
A		N/A		WC039901043 MA, ND, OH, WA, WI, WY	03/30/2013	03/30/2014		
A		N/A		WC039901044 KY UT	03/30/2013	03/30/2014		
A		N/A		WC039901045 NJ PA	03/30/2013	03/30/2014		
A		N/A		WC039901046 AK AZ GA	03/30/2013	03/30/2014		



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/05/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY Lexington Insurance Company Steadfast Insurance Company	
FAX (A/C No): 800-363-0105	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 570000004087		LOAN NUMBER		POLICY NUMBER 025031552
INSURED IAP Worldwide Services, Inc. IAP World Services, Inc., Readiness Management Support, LLC, IAP-HILL, LLC 7315 North Atlantic Avenue Cape Canaveral FL 32920 USA		EFFECTIVE DATE 05/01/2013	EXPIRATION DATE 05/01/2014	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :
Certificate No : 570051190379

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage Loss Limit	\$ 50,000,000	\$ 100,000
Bus Income & Ex Exp	\$ 50,000,000	
Excess Property Coverage Aggregate Limit	\$ 40,000,000	

REMARKS (Including Special Conditions)

Administrative Agent and Collateral Agent are included as Mortgagee and Lenders Loss Payee per the applicable endorsement as required by written contract but limited to the operations of the Insured under said contract, with respect to the Property policy.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Deutsche Bank Trust Company Americas, As the First-Lien Administrative Agent & Collateral Agent Attn: Valerie Shapiro 60 Wall Street, Mail Stop NYC60-4308 New York NY 10005 USA	<input checked="" type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	<input checked="" type="checkbox"/>	LOSS PAYEE		
	LOAN #			
AUTHORIZED REPRESENTATIVE	<i>Aon Risk Services Northeast Inc</i>			



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/10/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY Lexington Insurance Company Steadfast Insurance Company	
FAX (A/C No): 800-363-0105	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 570000004087				
INSURED IAP Worldwide Services, Inc. IAP World Services, Inc., Readiness Management Support, LLC, IAP-HILL, LLC 7315 North Atlantic Avenue Cape Canaveral FL 32920 USA		LOAN NUMBER	POLICY NUMBER 025031552	
		EFFECTIVE DATE 05/01/2013	EXPIRATION DATE 05/01/2014	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :
Certificate No : 570051211094

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage Loss Limit	\$ 50,000,000	\$ 100,000
Bus Income & Ex Exp	\$ 50,000,000	
Excess Property Coverage Aggregate Limit	\$ 40,000,000	

REMARKS (Including Special Conditions)

Administrative Agent and collateral Agent are included as Mortgagee and Lenders Loss Payee per the applicable endorsement as required by written contract but limited to the operations of the Insured under said contract, with respect to the Property policy.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Cortland Capital Market Services LLC As the Second-Lien Administrative Agent & Collateral Agent Attn: Chris Capezuti 225 West Washington Street, 21st Floor Chicago IL 60606 USA	<input checked="" type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	<input checked="" type="checkbox"/>	L.Loss Payee
	LOAN #			
AUTHORIZED REPRESENTATIVE				<i>Aon Risk Services Northeast, Inc.</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED IAP Worldwide Services, Inc. IAP World Services, Inc., Readiness Management Support, LLC, IAP-HILL, LLC, 7315 North Atlantic Ave Cape Canaveral FL 32920 USA	INSURER A: New Hampshire Ins Co 23841	
	INSURER B: Illinois National Insurance Co 23817	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570051211076 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			GL5361519	03/30/2013	03/30/2014	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			CA 3611812 AOS	03/30/2013	03/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp. Ded. <input checked="" type="checkbox"/> \$1,000 Coll. Ded.							BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE		
	EXCESS LIAB						AGGREGATE		
	DED								
	RETENTION								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC039901040 AOS	03/30/2013	03/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC039901041 CA	03/30/2013	03/30/2014	<input type="checkbox"/> OTHER		
							E.L. EACH ACCIDENT	\$1,000,000	
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE-POLICY LIMIT	\$1,000,000	

Certificate No : 570051211076

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured on the Automobile Liability policy as their interests may arise and as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Cortland Capital Market Services LLC as the Second Lien Administrative Agent and Collateral Agent Attn: Chris Capezuti 225 West Washington Street, 21st Floor Chicago IL 60606 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED IAP Worldwide Services, Inc.	
POLICY NUMBER See Certificate Number: 570051211076			
CARRIER See Certificate Number: 570051211076	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC039901042 FL	03/30/2013	03/30/2014	
A		N/A		WC039901043 MA, ND, OH, WA, WI, WY	03/30/2013	03/30/2014	
A		N/A		WC039901044 KY UT	03/30/2013	03/30/2014	
A		N/A		WC039901045 NJ PA	03/30/2013	03/30/2014	
A		N/A		WC039901046 AK AZ GA	03/30/2013	03/30/2014	

Exhibit A

Resignation Letter

[See attached.]

DEUTSCHE BANK TRUST COMPANY AMERICAS
60 Wall Street
New York, New York 10005

September 12, 2013

Second Lien Lenders (as defined below)
and
IAP Worldwide Services, Inc.
7315 North Atlantic Avenue
Cape Canaveral, FL 32920
Attention: Charles Peiffer, Chief Financial Officer

RE: Notice of Resignation as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain the Amended and Restated Second Lien Credit Agreement, dated as of November 2, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified through the date hereof, the "Second Lien Credit Agreement"), by and among IAP Worldwide Services, Inc. (the "Company"), the lenders from time to time party thereto (the "Second Lien Lenders") and Deutsche Bank Trust Company Americas ("DBTCA"), as administrative agent (in such capacity, the "Administrative Agent"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided to such terms in the Second Lien Credit Agreement.

Pursuant to Section 11.09 of the Second Lien Credit Agreement, DBTCA hereby notifies you of its resignation from the performance of all of its functions and duties as Administrative Agent (including in its capacity as Collateral Agent) under the Second Lien Credit Agreement and the other Credit Documents. Such resignation shall take effect (i) upon the appointment of a successor Administrative Agent by the Required Lenders or by DBTCA as Administrative Agent, as applicable, pursuant to Section 11.09 of the Second Lien Credit Agreement or (ii) if no successor Administrative Agent is appointed as provided under Section 11.09 of the Second Lien Credit Agreement, 20 Business Days after the date of this Notice of Resignation.


[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**
as Administrative Agent

By: 

Name:
Title: **Benjamin South
Vice President**

By: 

Name:
Title: **Keith C. Braun
Managing Director**

IAP Second Lien Agency Resignation Letter

DEUTSCHE BANK (NYSE)

RECORDED: 09/12/2013

**TRADEMARK
REEL: 005121 FRAME: 0283**