

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307597

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank Trust Company Americas, as the original collateral agent		06/13/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 West Washington Street		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2991145	IAP	
<b>Registration Number:</b>	2991146	IAP WORLDWIDE SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>	2132-836-7319		
<b>Email:</b>	psomelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	16-06		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>ATTORNEY DOCKET NUMBER:</b>	15636-0002-05948		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	06/13/2014		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of June 13, 2014, by Deutsche Bank Trust Company Americas ("Deutsche Bank"), as the original collateral agent (in such capacity, "Assignor"), in favor of Cortland Capital Market Services LLC ("Cortland"), as the successor collateral agent (in such capacity, "Assignee").

### W I T N E S S E T H

WHEREAS, Assignor is party to that certain First-Lien Security Agreement, dated as of March 30, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among IAP Worldwide Services, Inc., a Delaware corporation (the "Grantor"), the other assignors party thereto (together with the Grantor, the "Credit Parties") and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Grant of Security Interest In United States Trademarks, dated as of March 30, 2005 (the "Grant of U.S. Trademarks"), made by the Grantor in favor of Assignor, which was recorded with the United States Patent and Trademark Office on April 15, 2005 on Reel/Frame No. 003148/0721, the Grantor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in, to and under the following (the "Trademark Collateral"): (i) the United States trademarks, trademark registrations and trademark applications set forth on Schedule I hereto (the "Marks"), (ii) all Proceeds (as defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the date of the Grant of U.S. Trademarks for infringement of any of the Marks or unfair competition regarding same; and

WHEREAS, pursuant to that certain Agency Assignment Agreement, dated as of the date hereof (the "Agency Assignment Agreement"), among the Grantor, certain of its affiliates party thereto, the Consenting Lenders (as defined therein), Deutsche Bank and Cortland, Deutsche Bank has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and related loan documents, and Cortland has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Deutsche Bank as administrative and collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Grant of U.S. Trademarks, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the benefit of the Secured Creditors all of its right, title and interest in, to and under the Security Agreement and the Grant of U.S. Trademarks, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee, as the successor collateral agent for the benefit of the Secured Creditors pursuant to this Agreement, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and the Grant of U.S. Trademarks, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Grant of U.S. Trademarks, as applicable, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

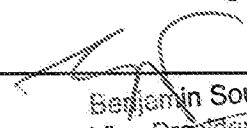
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

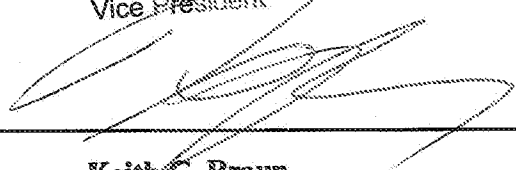
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

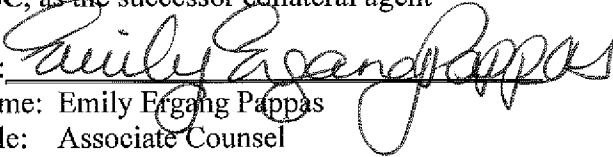
**DEUTSCHE BANK TRUST COMPANY  
AMERICAS**, as the original collateral agent

By:   
Name: Benjamin Souh  
Title: Vice President

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

**ASSIGNEE:**

**CORTLAND CAPITAL MARKET SERVICES  
LLC, as the successor collateral agent**

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

**ACKNOWLEDGED AND AGREED:**

**IAP WORLDWIDE SERVICES, INC.,**  
a Delaware corporation

By: Rochelle L. Cooper  
Name: Rochelle L. Cooper  
Title: Senior Vice President & Secretary

SCHEDULE I  
TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
IAP	76564890	December 12, 2003	2991145	September 6, 2005
IAP Worldwide Services	76564891	December 12, 2003	2991146	September 6, 2005