

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311226

| | | | |
|---|---|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of Security Interest IN UNITED STATES TRADEMARKS (First Lien) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IAP Worldwide Services, Inc. | | 07/18/2014 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Cortland Capital Market Services LLC | | |
| Street Address: | 225 West Washington Street, 21st Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85978642 | IAP | |
| Serial Number: | 76564890 | IAP | |
| Serial Number: | 76564891 | IAP WORLDWIDE SERVICES | |
| Serial Number: | 85409862 | IAP WORLDWIDE SERVICES | |
| Serial Number: | 85429270 | IAP | |
| Serial Number: | 86108645 | PAN AM PAN AM WORLD SERVICES | |
| Serial Number: | 86108646 | PAN AM WORLD SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | stivens.ovalle@kayescholer.com | | |
| Correspondent Name: | Stivens J. Ovalle c/o Kaye Scholer LLP | | |
| Address Line 1: | 425 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 15636.0002-11124 | | |
| NAME OF SUBMITTER: | Stivens J. Ovalle | | |
| SIGNATURE: | /s/ Stivens J. Ovalle | | |
| DATE SIGNED: | 07/18/2014 | | |

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Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**
(First Lien)

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, IAP WORLDWIDE SERVICES, INC., a Delaware corporation (the “Grantor”), with principal offices at 7315 N. Atlantic Avenue, Cape Canaveral, Florida 32020, hereby grants to CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent, with principal offices at 225 West Washington Street, 21st Floor, Chicago, Illinois 60606 (the “Grantee”), a continuing security interest in, and assigns to the Grantee as collateral security, all of the following (the “Trademark Collateral”), (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any “intent-to-use” application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto; provided, that, upon such filing, the Trademark Collateral shall include, and the security interests granted hereunder shall attach to, such intent-to-use application.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of all the Obligations of the

Grantor, as such term is defined in the First Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant shall be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws principles.

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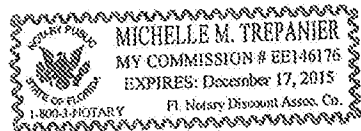
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 18th day of
July, 2014.

IAP WORLDWIDE SERVICES, INC., as
Grantor

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

STATE OF FLORIDA)
)ss.:
COUNTY OF BREVARD)

On this 10th day of July, 2014, before me personally came Rochelle L. Cooper
who, being by me duly sworn, did state as follows: that she is Sr. Vice President & Secretary of
IAP WORLDWIDE SERVICES, INC., that she is authorized to execute the foregoing Grant on
behalf of said corporation and that she did so by authority of the Board of Directors of said
corporation.




Notary Public

Schedule A

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|--|------------|--------------------|------------------|-------------------|
| IAP | 85978642 | September 22, 2011 | 4314946 | April 2, 2013 |
| IAP | 76564890 | December 12, 2003 | 2991145 | September 6, 2005 |
| IAP Worldwide Services | 76564891 | December 12, 2003 | 2991146 | September 6, 2005 |
| IAP Worldwide Services | 85409862 | August 29, 2011 | 4153213 | June 5, 2012 |
| IAP (stylized/design) | 85429270 | April 10, 2012 | | |
| Pan Am World Services (stylized design) | 86108645 | November 2, 2013 | | |
| Pan Am World Services | 86108646 | November 2, 2013 | | |