

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IAP WORLDWIDE SERVICES, INC		07/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CERBERUS CAPITAL MANAGEMENT, L.P.		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4314946	IAP	
Registration Number:	2991145	IAP	
Registration Number:	2991146	IAP WORLDWIDE SERVICES	
Registration Number:	4153213	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:	2028874288		
<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>			
Phone:	202-887-4000		
Email:	kkoehler@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	1333 New Hampshire Avenue, NW		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	032139.0010		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		

CH \$190.00 4314946

DATE SIGNED:	02/13/2015
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Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO CERBERUS CAPITAL MANAGEMENT, L.P. (“CERBERUS”), PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY CERBERUS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF (1) THE LIEN INTERCREDITOR AGREEMENT, DATED AS OF JULY 18, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “FIRST/SECOND INTERCREDITOR AGREEMENT”), AMONG CORTLAND CAPITAL MARKET SERVICES, LLC, AS FIRST LIEN AGENT, CORTLAND CAPITAL MARKET SERVICES LLC, AS SECOND LIEN AGENT, CERBERUS, IAP WORLDWIDE SERVICES, INC., IAP GLOBAL SERVICES, LLC AND THE SUBSIDIARIES OF IAP WORLDWIDE SERVICES, INC. FROM TIME TO TIME PARTY THERETO (COLLECTIVELY, THE “ASSIGNORS”) AND (2) THE PARI PASSU INTERCREDITOR AGREEMENT, DATED AS OF JULY 18, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “PARI PASSU INTERCREDITOR AGREEMENT”, TOGETHER WITH THE FIRST/SECOND INTERCREDITOR AGREEMENT, COLLECTIVELY THE “INTERCREDITOR AGREEMENTS”), AMONG CORTLAND CAPITAL MARKET SERVICES LLC, AS TERM LOAN AGENT, CERBERUS AND THE ASSIGNORS. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY OF THE INTERCREDITOR AGREEMENTS AND THIS AGREEMENT, THE TERMS OF THE APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
(Subrogation Claims)

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 CERBERUS CAPITAL MANAGEMENT, L.P., with principal offices at 875 Third Avenue, New York, NY 10022 (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 Security Agreement (Subrogation Claims) 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, by their respective duly elected officers and pursuant to proper authority have duly executed, acknowledged and delivered this instrument as of the day and year first above written.

IAP WORLD SERVICES, INC., a Florida Corporation

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

Witnesses:

Michelle Trepanier
Name: Michelle Trepanier

Aleta Allington
Name: Aleta Allington

[signatures continue on following page]

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		