

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREGG PROTECTION SERVICES, INC.		03/30/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Citizens Business Capital, as Administrative Agent		
Street Address:	525 William Penn Place		
Internal Address:	M/S PW-2615		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3274601	G-TAP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F154798		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	04/01/2015		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
IN TRADEMARKS

March 30, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GREGG PROTECTION SERVICES, INC., a Pennsylvania corporation (the “Grantor”), hereby grants to CITIZENS BUSINESS CAPITAL, a division of Citizens Asset Finance, Inc., as Administrative Agent, with offices at 525 William Penn Place, Pittsburgh, Pennsylvania 15219, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Grantee”), a continuing security interest in the following (i) all of the Grantor’s right, title and interest in, to and under the trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto and any reissues, renewals, continuations and extensions thereof (collectively, the “Trademarks”), (ii) all Proceeds (as such term is defined in the Loan Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN 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 Loan and Security Agreement among the Grantor, the other Loan Parties (as defined therein) from time to time party thereto and the Grantee, dated as of November 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions

of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

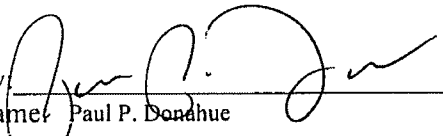
This Grant shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any Applicable Law that would cause the application of the law of any other jurisdiction.

This Grant 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 to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any executed counterpart of this Grant delivered by fax or as a PDF file contained in an e-mail transmission to the other parties hereto shall constitute an original counterpart of this Grant.

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IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Grant to be duly executed and delivered by their duly authorized officers as of the date first above written.

GREGG PROTECTION SERVICES, INC., as
Grantor


By: 
Name: Paul P. Donahue
Title: President

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005489 FRAME: 0276

ACKNOWLEDGED AND ACCEPTED:

CITIZENS BUSINESS CAPITAL,
a division of Citizens Asset Finance, Inc.,
as Grantee

By: 
Name: Don Cmar
Title: Vice President

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005489 FRAME: 0277

SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE	EXPIRATION DATE
G-TAP	3274601	August 7, 2007	August 7, 2017

[Schedule A to Grant of Security Interest in Trademarks]