

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Second Lien) (Recorded 8/15/14 at Reel/Frame 5344/0645)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		05/11/2015	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ACADEMI Training Center, LLC		
Street Address:	12018 Sunrise Valley Drive		
Internal Address:	Suite 140		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3897722	U.S. TRAINING CENTER	
Registration Number:	3891007		
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.4895		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/jes/		
DATE SIGNED:	05/11/2015		
Total Attachments: 3			

OP \$65.00 3897722

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS (SECOND LIEN)**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)**, dated as of May 11, 2015 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of ACADEMI Training Center, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Second Lien Security and Pledge Agreement dated as of July 25, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of July 25, 2014 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on August 15, 2014 at Reel 5344 Frame 0645.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under the Trademarks, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of any other security interest granted in the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the security interest granted under the Security and Pledge Agreement dated as of July 25, 2014 by and among the Obligors party thereto and the Administrative Agent, entered into pursuant to the First Lien Credit Agreement between Academi Holdings, LLC and the other Obligors party thereto and the Administrative Agent.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks (Second Lien) to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Maria A. McClain

Name: Maria A. McClain

Title: Vice President

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
SCIENCE TRAINING CENTER, LLC
SECOND LIEN

TRADEMARK
REEL: 005513 FRAME: 0404

Schedule A

ACADEMI Training Center, LLC
(Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by ACADEMI Training Center, LLC
In Favor of Bank of America, N.A., as Administrative Agent (Second Lien)
Recorded August 15, 2014 at Reel 5344 Frame 0645

Registered Marks

Mark	Reg. No.	Reg. Date
U.S. TRAINING CENTER and Design	3897722	12/28/10
Design only	3891007	12/14/10

TRIP284310v2
TR111910623v1