

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340869

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| 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 | | | |

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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

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 |

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