

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Second Lien) (Recorded 8/15/14 at Reel/Frame 5344/0639)

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:	Triple Canopy, Inc.
Street Address:	12018 Sunrise Valley Drive
Internal Address:	Suite 140
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20191
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4096791	ASSESS AVERT ACHIEVE
Registration Number:	4096790	ASSESS AVERT ACHIEVE
Registration Number:	3206339	TRIPLE CANOPY
Registration Number:	3195696	
Registration Number:	3195695	SECURE SUCCESS
Registration Number:	3685062	EI
Registration Number:	3685061	EDINBURGH INTERNATIONAL
Registration Number:	3688195	EI EDINBURGHINTERNATIONAL
Registration Number:	3688194	EI

CORRESPONDENCE DATA

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

OP \$240.00 4096791

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 Triple Canopy, Inc., an Illinois corporation ("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 0639.

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
TRIPLE CANOPY, INC.
REC-0011185

TRADEMARK
REEL: 005513 FRAME: 0786

Schedule A

Triple Canopy, Inc.
(Illinois Corporation)

U.S. Trademarks Subject to Security Interest
Granted by Triple Canopy, Inc.
In Favor of Bank of America, N.A., as Administrative Agent (Second Lien)
Recorded August 15, 2014 at Reel 5344 Frame 0639

Registered Marks

Mark	Reg. No.	Reg. Date
ASSESS AVERT ACHIEVE	4096791	02/07/12
ASSESS AVERT ACHIEVE	4096790	02/07/12
TRIPLE CANOPY	3206339	02/06/07
Design only	3195696	01/09/07
SECURE SUCCESS	3195695	01/09/07
EI	3685062	09/22/09
EDINBURGH INTERNATIONAL	3685061	09/22/09
EI EDINBURGHINTERNATIONAL and Design	3688195	09/29/09
EI and Design	3688194	09/29/09

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