

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GCA Services Group, Inc.		03/01/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, as collateral agent		
Street Address:	200 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3568596	QUALITY MEASURED. MANAGED. GUARANTEED.	
Registration Number:	3202693	GCAWARE	
Registration Number:	3983299	GCA CUSTOM GREEN	
Registration Number:	3960502	GCA	
Registration Number:	3960501	GCA SERVICES GROUP	
Registration Number:	3019205	GCA	
Registration Number:	2975436		
CORRESPONDENCE DATA			
Fax Number:	2128225178		
<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:	2125305178		
Email:	lkass@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 1:	28 Liberty Street		
Address Line 2:	c/o Lawrence Kass		
Address Line 4:	NEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045.77100		
NAME OF SUBMITTER:	Lawrence Kass		
SIGNATURE:	/s/ Lawrence Kass		

CH \$190.00 3568596

DATE SIGNED:	03/02/2016
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Total Attachments: 5

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SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 1, 2016 (this “**Agreement**”), among GCA Services Group, Inc., a Delaware corporation (the “**Grantor**”) and BARCLAYS BANK PLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Pledge and Security Agreement dated as of March 1, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among GCA MERGER SUB, INC., a Delaware corporation (“**Merger Sub**” and, together with any assignee of, or successor by merger to, Merger Sub’s rights and obligations (including Erie Acquisition Holdings, Inc., a Delaware corporation, as a result of the Transactions), the “**Parent Borrower**”), GCA INTERMEDIATE HOLDING CORP., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of March 1, 2016 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Merger Sub, the Parent Borrower, the Grantor (as Subsidiary Borrower and together with the Parent Borrower, the “**Borrowers**”), Holdings, the Subsidiaries of the Parent Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Borrower, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all

extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Second Lien Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written,

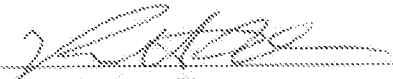
GCA SERVICES GROUP, INC.,
as the Grantor

By: 
Name: Randy Twyman
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Short Form Security Agreement]

TRADEMARK
REEL: 005744 FRAME: 0628

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Robert Chen
Title: Managing Director

[Signature Page to Second Lien Trademark Short Form Security Agreement]

TRADEMARK
REEL: 005744 FRAME: 0629

Schedule I

United States Trademarks and Trademark Applications

Mark	Jurisdiction	Ser. No. / Reg. No.	Registrant
QUALITY MEASURED. MANAGED. GUARANTEED. & design	United States	3568596	GCA Services Group, Inc.
GCAWARE	United States	3202693	GCA Services Group, Inc.
GCA CUSTOM GREEN	United States	3983299	GCA Services Group, Inc.
GCA & design	United States	3960502	GCA Services Group, Inc.
GCA SERVICES GROUP	United States	3960501	GCA Services Group, Inc.
GCA	United States	3019205	GCA Services Group, Inc.
DESIGN ONLY	United States	2975436	GCA Services Group, Inc.