

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release (Reel:5300/Frame:0650)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Agent		08/01/2016	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	SpectaGuard Acquisition LLC, as Grantor		
Street Address:	Eight Tower Bridge, Suite 600		
Internal Address:	161 Washington Street		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2690648	SPECTAGUARD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ken Tan		
SIGNATURE:	/Ken Tan/		
DATE SIGNED:	08/09/2016		
Total Attachments: 5			
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OP \$40.00 2690648

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of August 1, 2016 (this “*Termination and Release*”), by Credit Suisse AG, as collateral agent (in such capacity, the “*Agent*”), in favor of SpectaGuard Acquisition LLC, a Delaware limited liability company (the “*Grantor*”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Intellectual Property Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Second Lien Credit Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Allied Security Holdings LLC, a Delaware limited liability company (the “*Borrower*”), AB Capital Holdings LLC, a Delaware limited liability company, AB Intermediate Holdings, Inc., a Delaware corporation, the guarantors from time to time party thereto, the lenders from time to time party thereto and Credit Suisse AG, as the Administrative Agent and the Collateral Agent, (ii) the Second Lien Intellectual Property Security Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*Intellectual Property Security Agreement*”), among the Borrower, the subsidiaries of the Borrower from time to time party thereto and the Agent, and (iii) the Second Lien Trademark Short-Form Security Agreement dated as of February 14, 2014 (the “*Trademark Security Agreement*”), made by the Grantor in favor of the Agent (such documents set forth in clauses (ii) and (iii), the “*Security Agreements*”).

B. Pursuant to the Security Agreements, as security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor assigned and pledged to the Agent, its successors and assigns, for the benefit of the Secured Parties, and granted 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 then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future may acquire any right, title or interest, in each case arising under the laws of the United States (collectively, the “*Trademark Collateral*”):

(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 intangibles of like nature, then existing or thereafter 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 hereto;

(b) all goodwill associated with or symbolized by the foregoing; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

C. The Trademark Security Agreement and foregoing security interest was recorded with the United States Patent & Trademark Office on June 11, 2014 at Reel/Frame 5300/0650.

D. The Borrower has informed the Agent that, in connection with the Payoff Letter dated as of July 29, 2016 between the Borrower and the Agent, the Borrower requests the release of all right, title and interest of the Agent and the Secured Parties in, to and under the Trademark Collateral granted under the Security Agreements.

Accordingly, for good and valuable consideration, including the satisfaction of the Obligations secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, all of the Agent's right, title and interest (including, without limitation, security interests and liens) in, to and under the Trademarks Collateral shall hereby automatically terminate as provided in the Security Agreements, and the Agent hereby terminates, cancels, releases and discharges its security interests and liens in, to and under the Trademark Collateral and hereby re-transfers, re-conveys and re-assigns all of the Agent's right, title and interest in, to and under the Trademark Collateral to the Grantor. This Termination and Release is made without representation by or recourse to the Agent or any other Secured Party.

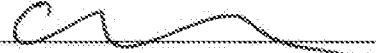
The Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Termination and Release with the United States Patent and Trademark Office at the expense of the Grantor.


THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Agent,

By 
Name: _____
Title: BILL O'DALY
AUTHORIZED SIGNATORY

By 
Name: Kelly Heimrich
Title: Authorized Signatory

[SpectaGuard - Trademark Release]

[[3602071]]

TRADEMARK
REEL: 005850 FRAME: 0460

Schedule I

United States Trademarks and Trademark Applications

Record Owner	Trademark	Registration or Application No.
SpectaGuard Acquisition LLC	SPECTAGUARD	2690648

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Credit Suisse AG, as Agent

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 1, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Release (Reel:5300 / Frame:0650)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SpectaGuard Acquisition LLC, as Grantor

Street Address: Eight Tower Bridge, Suite 600
161 Washington Street

City: Conshohocken

State: Pennsylvania

Country: USA Zip: 19428

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Company Limited Liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 25630.0936

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

1

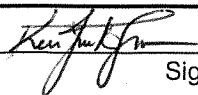
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Ken Tan

Name of Person Signing

August 1, 2016

Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450