

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Release (Reel:5300/Frame:0641)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, as Agent		08/01/2016	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AlliedBarton Security Services LLC, as Grantor		
<b>Street Address:</b>	Eight Tower Bridge, Suite 600		
<b>Internal Address:</b>	161 Washington Street		
<b>City:</b>	Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2680917	ALLIED SECURITY	
<b>Registration Number:</b>	2683440	ALLIED S E C U R I T Y QUALITY PEOPLE QU	
<b>Registration Number:</b>	3144421	ALLIEDBARTON	
<b>Registration Number:</b>	3144420	ALLIEDBARTON	
<b>Registration Number:</b>	3830231	ALLIEDBARTON AMBASSADOR	
<b>Registration Number:</b>	3728360	ALLIEDBARTON EDGE	
<b>Registration Number:</b>	3751627	ALLIEDBARTON EDGE EDUCATE DEVELOP GROW E	
<b>Registration Number:</b>	3152959	ALLIEDBARTON SECURITY SERVICES	
<b>Registration Number:</b>	3223891	ALLIEDBARTON SECURITY SERVICES	
<b>Registration Number:</b>	2860459	AMERISEC	
<b>Registration Number:</b>	1287491	BARTON	
<b>Registration Number:</b>	1295160	BARTON PROTECTIVE SERVICES INC.	
<b>Registration Number:</b>	3722330	EDGE	
<b>Registration Number:</b>	3050223	INTELLIGENCE WITH DILIGENCE	
<b>Registration Number:</b>	3618828	LOCAL RESPONSE NATIONAL SUPPORT	
<b>Registration Number:</b>	3264471	SYSTEMSWATCH	
<b>Registration Number:</b>	2769097	VANILLA	
<b>Registration Number:</b>	2769099	VANILLA INFORM:EMPOWER:EMPLOY	

OP \$590.00 2680917

Property Type	Number	Word Mark
Registration Number:	2331767	STAT AMERICA
Registration Number:	4071998	THE MOST HONORED SECURITY OFFICER SERVIC
Registration Number:	4064791	SECURE THE BEST
Registration Number:	4271334	ALLIEDBARTON
Registration Number:	4385210	HIRE OUR HEROES

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 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

<b>NAME OF SUBMITTER:</b>	Ken Tan
<b>SIGNATURE:</b>	/Ken Tan/
<b>DATE SIGNED:</b>	08/09/2016

**Total Attachments: 6**

source=AlliedBarton - 2016 - Trademark Release (Second Lien - AlliedBarton)#page1.tif  
source=AlliedBarton - 2016 - Trademark Release (Second Lien - AlliedBarton)#page2.tif  
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source=AlliedBarton - 2016 - Trademark Release (Second Lien - AlliedBarton)#page4.tif  
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source=AlliedBarton - 2016 - Trademark Release (Second Lien - AlliedBarton)#page6.tif

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  
AlliedBarton Security Services 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 5300/0641.

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.

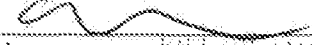
The Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Termination and Release with the United States Patent and Trademark Office at the expense of the Grantor.

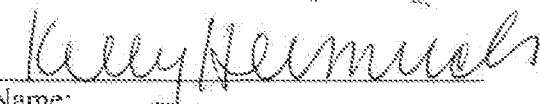
THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[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: BILL ODALY  
Title: AUTHORIZED SIGNATORY

By   
Name: Kelly Heimrich  
Title: Authorized Signatory

[Allied Barton - Trademark Release]

[[3602065]]

**TRADEMARK**  
**REEL: 005851 FRAME: 0450**

Schedule I

United States Trademarks and Trademark Applications

<b>Trademark</b>	<b>Record Owner</b>	<b>Reg. No.</b>
ALLIED SECURITY	AlliedBarton Security Services LLC	2680917
ALLIED SECURITY  QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY  (Stylized)	AlliedBarton Security Services LLC	2683440
ALLIEDBARTON	AlliedBarton Security Services LLC	3144421
ALLIEDBARTON  (Stylized)	AlliedBarton Security Services LLC	3144420
ALLIEDBARTON AMBASSADOR	AlliedBarton Security Services LLC	3830231
ALLIEDBARTON EDGE	AlliedBarton Security Services LLC	3728360
ALLIEDBARTON EDGE Educate Develop Grow Engage and Design	AlliedBarton Security Services LLC	3751627
ALLIEDBARTON SECURITY SERVICES	AlliedBarton Security Services LLC	3152959
ALLIEDBARTON SECURITY SERVICES  (Stylized)	AlliedBarton Security Services LLC	3223891
AMERISEC	AlliedBarton Security Services LLC	2860459
BARTON	AlliedBarton Security Services LLC	1287491
BARTON PROTECTIVE SERVICES, INC.	AlliedBarton Security Services LLC	1295160
EDGE	AlliedBarton Security Services LLC	3722330

<b>Trademark</b>	<b>Record Owner</b>	<b>Reg. No.</b>
INTELLIGENCE WITH DILIGENCE	AlliedBarton Security Services LLC	3050223
LOCAL RESPONSE NATIONAL SUPPORT	AlliedBarton Security Services LLC	3618828
SYSTEMSWATCH	AlliedBarton Security Services LLC	3264471
VANELLA	AlliedBarton Security Services LLC	2769097
VANELLA INFORM: EMPOWER: EMPLOY and DESIGN	AlliedBarton Security Services LLC	2769099
STAT AMERICA  (Stylized)	AlliedBarton Security Services LLC	2331767
THE MOST HONORED SECURITY OFFICER SERVICES COMPANY	AlliedBarton Security Services LLC	4071998
SECURE THE BEST	AlliedBarton Security Services LLC	4064791
ALLIEDBARTON	AlliedBarton Security Services LLC	4271334
HIRE OUR HEROES	AlliedBarton Security Services LLC	4385210

# 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:0641)

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: AlliedBarton Security Services 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:**

23

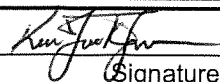
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Ken Tan

Name of Person Signing

August 1, 2016

Date

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

6

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