

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402631

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|---|--|------------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Grant of Security Interest in United States Trademarks recorded at Reel 5459/Frame 0891 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cerberus Capital Management, L.P. | | 10/04/2016 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | IAP Worldwide Services, Inc. | | |
| Street Address: | 7315 N. Atlantic Avenue | | |
| City: | Cape Canaveral | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32020 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4314946 | IAP | |
| Registration Number: | 2991145 | IAP | |
| Registration Number: | 2991146 | IAP WORLDWIDE SERVICES | |
| Registration Number: | 4153213 | IAP WORLDWIDE SERVICES | |
| Serial Number: | 85429270 | IAP | |
| Serial Number: | 86108645 | PAN AM PAN AM WORLD SERVICES | |
| Serial Number: | 86108646 | PAN AM WORLD SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9494754754 | | |
| <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: | 949-451-3800 | | |
| Email: | skann@gibsondunn.com | | |
| Correspondent Name: | Stephanie Kann | | |
| Address Line 1: | 3161 Michelson Drive | | |
| Address Line 2: | Gibson, Dunn & Crutcher LLP | | |
| Address Line 4: | Irvine, CALIFORNIA 92612 | | |
| ATTORNEY DOCKET NUMBER: | 43657-00013 | | |

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|---|------------------|
| NAME OF SUBMITTER: | Stephanie Kann |
| SIGNATURE: | /stephanie kann/ |
| DATE SIGNED: | 10/19/2016 |
| Total Attachments: 4 source=Cerberus - Release of Trademark Security Agreements#page1.tif source=Cerberus - Release of Trademark Security Agreements#page2.tif source=Cerberus - Release of Trademark Security Agreements#page3.tif source=Cerberus - Release of Trademark Security Agreements#page4.tif | |

**RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

This Release of Grant of Security Interest in United States Trademarks (this “Release”) is made as of October 4, 2016, by CERBERUS CAPITAL MANAGEMENT, L.P., a Delaware limited partnership, in its capacity as Collateral Agent for the Lenders under (and as defined in) the Intercreditor Agreements and Trademark Security Agreement referred to below (the “Collateral Agent”) for the benefit of IAP WORLDWIDE SERVICES, INC., a Delaware corporation, with principal offices at 7315 N. Atlantic Avenue, Cape Canaveral, Florida 32020 (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Intercreditor Agreements or Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Lien Intercreditor Agreement, dated as of July 18, 2014, among Cortland Capital Market Services, LLC, as First Lien Agent, Cortland Capital Market Services LLC, as Second Lien Agent, Cerberus, IAP Worldwide Services, Inc., IAP Global Services, LLC and The Subsidiaries of IAP Worldwide Services, Inc. (as amended, restated or otherwise modified through the date hereof); (ii) The Pari Passu Intercreditor Agreement, dated as of July 18, 2014, among Cortland Capital Market Services LLC, as Term Loan Agent, Cerberus and the Assignors (as amended, restated or otherwise modified through the date hereof) (collectively, the “Intercreditor Agreements”); and (iii) Grant of Security Interest in United States Trademarks, dated as of July 18, 2014 (as amended, restated or otherwise modified through the date hereof, the “Trademark Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral, including the trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 13, 2015 at Reel 5459 and Frame 0891; and

WHEREAS, Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Intercreditor Agreements or Trademark Security Agreement to the Trademark Collateral and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Trademark Collateral to the Grantor.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Grant of Security Interest in United States Trademarks to be executed and delivered as of the date first written above.

**CERBERUS CAPITAL MANAGEMENT, L.P.,
as Collateral Agent for the Lenders**

By: Ma Nemy
Name:
Title:

SCHEDULE I

| <u>Mark</u> | <u>Serial/Registration No.</u> | <u>Status</u> |
|---|---|---------------|
| IAP | Serial No. 85/978,642 Reg. No. 4,314,946 | Registered |
| IAP | Serial No. 76/564,890 Reg. No. 2,991,145 | Cancelled |
| IAP Worldwide Services | Serial No. 76/564,891 Reg. No. 2,991,146 | Registered |
| IAP Worldwide Services | Serial No. 85/409,862 Reg. No. 4,153,213 | Registered |
| IAP (Stylized) | Serial No. 85/429,270 | Abandoned |
| Pan Am World Services (Stylized design) | Serial No. 86/108,645 | Abandoned |
| Pan Am World Services | Serial No. 86/108,646 | Abandoned |