

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GARDA CL GREAT LAKES, INC.		05/26/2017	Corporation: OHIO
GARDA CL TECHNICAL SERVICES, INC.		05/26/2017	Corporation: DELAWARE
GARDA WORLD SECURITY CORPORATION		05/26/2017	Corporation: CANADA
GW CONSULTING USA, INC.		05/26/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Barclays Bank PLC, as Collateral Agent
<b>Street Address:</b>	745 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Bank: UNITED KINGDOM

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2671415	AT SYSTEMS
Registration Number:	2821984	CASHLINK
Registration Number:	2957995	EVEN XCHANGE
Registration Number:	3086071	EVEN XCHANGE
Registration Number:	2701692	CASHTRAK
Registration Number:	2096857	UNITED ARMORED SERVICES
Registration Number:	3528195	GARDAWORLD
Registration Number:	3396643	GARDA
Registration Number:	3517096	GW
Registration Number:	1659142	V
Registration Number:	1900999	VANCE
Registration Number:	3225446	INTEGRITY FIRST
Registration Number:	1812352	

OP \$340.00 2671415

**CORRESPONDENCE DATA****Fax Number:** 8004947512*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:** 800-494-5225**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** Cogency Global Inc.**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F170383
<b>NAME OF SUBMITTER:</b>	Justin Hunte
<b>SIGNATURE:</b>	/Justin Hunte/
<b>DATE SIGNED:</b>	05/26/2017

**Total Attachments: 8**

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Short Form IP Security Agreement**”) dated May 26, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, GW HONOS SECURITY CORPORATION and GARDA WORLD SECURITY CORPORATION, each a corporation organized under the federal laws of Canada (collectively, the “**Borrower**”; as further defined in the Credit Agreement), GW INTERMEDIATE HOLDCO CORPORATION, a corporation organized under the federal laws of Canada (“**Holdings**”; as further defined in the Credit Agreement), each Lender from time to time party thereto, Barclays Bank PLC, as Administrative Agent, Collateral Agent, a Swing Line Lender and an L/C Issuer and each other party thereto have entered into the Credit Agreement dated as of May 26, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, Cash Management Banks to enter into Secured Cash Management Agreements and the Hedge Banks to enter into Secured Hedge Agreements upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Intellectual Property Security Agreement dated May 26, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, Cash Management Banks to enter into Secured Cash Management Agreements and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;
- (b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and
- (c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Short Form IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

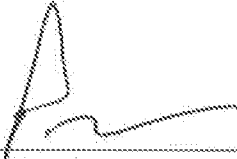
SECTION 6. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


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IN WITNESS WHEREOF, each Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


GARDA WORLD SECURITY CORPORATION, as  
Grantor

By:   
Name: Patrick Prince  
Title: Authorized Officer


GW CONSULTING USA, INC., as Grantor

By:   
Name: Patrick Prince  
Title: Authorized Officer

GARDA CL TECHNICAL SERVICES, INC., as  
Grantor

By:   
Name: Patrick Prince  
Title: Authorized Officer

GARDA CL GREAT LAKES, INC., as Grantor

By:   
Name: Patrick Prince  
Title: Authorized Officer

[Signature Page to Short Form IP Security Agreement]

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**TRADEMARK**  
**REEL: 006070 FRAME: 0057**

Barclays Bank PLC,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Craig Malloy**  
**Director**

[Signature Page to Short Form IP Security Agreement]

[[3656068]]

SCHEDULE A

United States Patents

NONE

United States Patent Applications

NONE

SCHEDULE B

United States Trademark Registrations and Applications

Country	Trademark	Registration or Application No.	Owner / Grantor
United States	AT SYSTEMS	# 2,671,415	Garda CL Technical Services, Inc.
United States	CASHLINK	# 2,821,984	Garda CL Technical Services, Inc.
United States	EVEN XCHANGE	# 2,957,995	Garda CL Technical Services, Inc.
United States	EVEN XCHANGE	# 3,086,071	Garda CL Technical Services, Inc.
United States	CASHTRACK	# 2,701,692	Garda CL Great Lakes, Inc.
United States	UNITED ARMORED SERVICES	# 2,096,857	Garda CL Great Lakes, Inc.
United States	GARDAWORLD	# 3,528,195	Garda World Security Corporation
United States	GARDA	# 3,396,643	Garda World Security Corporation
United States	GW	# 3,517,096	Garda World Security Corporation
United States	V	# 1,659,142	GW Consulting USA, Inc.
United States	VANCE	# 1,900,999	GW Consulting USA, Inc.
United States	INTEGRITY FIRST	# 3,225,446	GW Consulting USA, Inc.
United States	[Design Only]	# 1,812,352	GW Consulting USA, Inc.
European Community Trademark	GW	# 5968474	Garda World Security Corporation
European Community Trademark	GardaWorld	# 5706866	Garda World Security Corporation
Mexico	GW	# 1071523	Garda World Security Corporation
Mexico	GardaWorld	# 1071524	Garda World Security



Country	Trademark	Registration or Application No.	Owner / Grantor
Canada	GW	TMA788,999	Corporation Garda World Security Corporation

SCHEDULE C

United States Copyright Registrations

NONE

United States Copyright Applications

NONE