

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438365

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American K-9 Detection Services, LLC, as Grantor		08/04/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue, 6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4521095	AMK9	
<b>Registration Number:</b>	4769950	AMK9	
<b>Registration Number:</b>	4769965	AMK9 ACADEMY	
<b>Registration Number:</b>	4769975	AMK9 ACADEMY	
<b>Registration Number:</b>	4565580	AMK9	
<b>Registration Number:</b>	4487299	AMK9 AMERICAN K-9 DETECTION SERVICES, LL	
<b>Registration Number:</b>	4487302	AMK9 AMERICAN K-9 DETECTION SERVICES, LL	
<b>Registration Number:</b>	4769967	AMK9U	
<b>Registration Number:</b>	4769981	AMK9U	
<b>Registration Number:</b>	4769968	AMK9 UNIVERSITY	
<b>Registration Number:</b>	4541561	AMERICAN K-9 DETECTION SERVICES	
<b>Registration Number:</b>	4673842	PROTECTING YOUR INVESTMENT	
<b>Registration Number:</b>	4453717	SECURITY BEYOND HUMAN LIMITATIONS	
<b>Registration Number:</b>	4293685	THE LEADER IN K-9 DETECTION	
<b>Registration Number:</b>	4416230	THE LEADER IN K-9 DETECTION	
<b>Serial Number:</b>	86753066	CANINE SECURITY EVOLVED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		

OP \$415.00 4521095

TRADEMARK

**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>	08/08/2017

**Total Attachments: 6**  
source=Constellis - Trademark Security Agreement (First Lien) (Executed)#page1.tif  
source=Constellis - Trademark Security Agreement (First Lien) (Executed)#page2.tif  
source=Constellis - Trademark Security Agreement (First Lien) (Executed)#page3.tif  
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**Notice of Grant of Security Interest in Intellectual Property**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 4, 2017 (this “Notice”), made by AMERICAN K-9 DETECTION SERVICES, LLC, a Delaware limited liability company (the “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of April 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Constellis Holdings, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral 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 Collateral Agreement. Each Pledgor 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

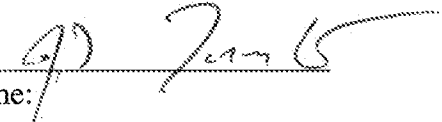
AMERICAN K-9 DETECTION  
SERVICES, LLC

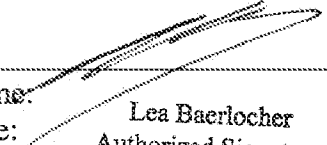
By:   
Name: Gearoid Moore  
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

**TRADEMARK**  
**REEL: 006124 FRAME: 0774**

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

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
JOHN D. TORONTO  
AUTHORIZED SIGNATORY

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Lea Baerlocher  
Authorized Signatory

Schedule I  
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by American K-9 Detection Services, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMK9	4521095	April 29, 2014
AMK9 Logo	4769950	July 7, 2015
AMK9 Academy	4769965	July 7, 2015
AMK9 Academy Logo	4769975	July 7, 2015
AMK9 Clothing	4565580	July 8, 2014
AMK9 Letterhead Logo	4487299	January 22, 2013
AMK9 Signature Logo	4487302	January 23, 2013
AMK9 U	4769967	July 7, 2015
AMK9 U Logo	4769981	July 7, 2015
AMK9 University	4769968	July 7, 2015
American K-9 Detection Services	4541561	June 3, 2014
Protecting Your Investment	4673842	January 20, 2015
Security Beyond Human Limitations	4453717	December 24, 2013
The Leader in K-9 Detection	4293685	February 19, 2013
The Leader in K-9 Detection	4416230	October 8, 2013

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Canine Security Evolved	86753066	September 10, 2015

# 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):**

American K-9 Detection Services, LLC, as Grantor

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) August 4, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

Street Address: Eleven Madison Avenue, 6th Floor

City: New York

State: New York

Country: USA Zip: 10010

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

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)  
See Schedule I

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: 25630.1076

Email Address: KTan@cahill.com

**6. Total number of applications and registrations involved:**

16

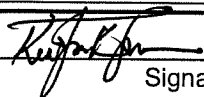
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- 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 4, 2017

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

TRADEMARK

REEL: 006124 FRAME: 0777

RECORDED: 08/08/2017