

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438518

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

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Ken Tan/
DATE SIGNED:	08/09/2017

Total Attachments: 6
source=Constellis - Trademark Security Agreement (Second Lien) (Executed)#page1.tif
source=Constellis - Trademark Security Agreement (Second Lien) (Executed)#page2.tif
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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) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company - Delaware

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 Merger
 Security Agreement Change of Name
 Other _____

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) \$ _____

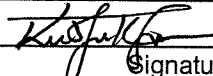
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

August 4, 2017

Date

Name of Person Signing

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: 006125 FRAME: 0863

THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN INTELLECTUAL PROPERTY IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN ICA (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT)

Notice of Grant of Security Interest (Second Lien) in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) 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 (Second 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.

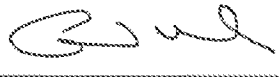
SECTION 4. Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be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

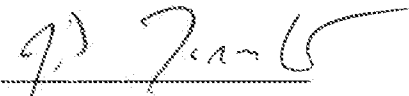
AMERICAN K-9 DETECTION
SERVICES, LLC


By: 
Name: Gearoid Moore
Title: Secretary

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

TRADEMARK
REEL: 006125 FRAME: 0866

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 (Second 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