

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		09/01/2017	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	GCA Services Group, Inc.
Street Address:	1350 Euclid Avenue
Internal Address:	Suite 1500
City:	Cleveland
State/Country:	OHIO
Postal Code:	44115
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3568596	QUALITY MEASURED. MANAGED. GUARANTEED.
Registration Number:	3202693	GCAWARE
Registration Number:	3983299	GCA CUSTOM GREEN
Registration Number:	3960502	GCA
Registration Number:	3960501	GCA SERVICES GROUP
Registration Number:	3019205	GCA
Registration Number:	2975436	

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@cogencyglobal.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

OP \$190.00 3568596

ATTORNEY DOCKET NUMBER:	F172412 2L
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	09/01/2017

Total Attachments: 4

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**RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of September 1, 2017, by **Barclays Bank PLC**, in its capacity as collateral agent (the “Collateral Agent”), in favor of **GCA Services Group, Inc.**, a Delaware corporation (the “Grantor”) pursuant to that certain Second Lien Credit Agreement, dated as of March 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among GCA Merger Sub, Inc., a Delaware corporation, together with any assignee of, or successor by merger to, its rights and obligations, GCA Intermediate Holding Corp., a Delaware corporation, the Subsidiary Parties from time to time party thereto, the Lenders and the Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement (defined below), or if not defined therein, in the Second Lien Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Pledge and Security Agreement, dated as of March 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor executed and delivered that certain Second Lien Trademark Short Form Security Agreement, dated as of March 1, 2016, by and among Grantor and the Collateral Agent (the “Second Lien Trademark Security Agreement”);

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, Grantor pledged 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 owned or at any time thereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title or interest: all of the following owned or after acquired by Grantor arising under the laws of the United States: (a) all Trademarks, including those listed on Schedule A, attached hereto; and (b) all goodwill associated with or symbolized by the Trademarks (collectively, the “Trademark Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5744, Frame 0624 on March 2, 2016;

WHEREAS, the Collateral Agent acknowledges full performance of the Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of Grantor in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, relinquishes and discharges, with respect to Grantor, all of its lien on and security interest in and to all of Grantor’s right, title, and interest in, to and under the Trademark Collateral, and re-assigns to Grantor any and all right, title or interest it may have in such Trademark Collateral.

The Collateral Agent hereby authorizes Grantor, or Grantor’s authorized representatives, to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency; and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Collateral Agent’s lien on and security interest in


the Trademark Collateral. The Collateral Agent agrees to execute and deliver to Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which had been granted under the Second Lien Trademark Security Agreement.

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL 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 WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

Barclays Bank PLC,
as the Collateral Agent

By: 
Name: Vanessa Kurbatskiy
Title: Vice President

[Signature Page to Release of Second Lien Security Interest in Trademark Collateral]

TRADEMARK
REEL: 006146 FRAME: 0263

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

Trademarks

Mark	Jurisdiction	Ser. No. / Reg. No.	Registrant
QUALITY MEASURED. MANAGED. GUARANTEED. & design	United States	3568596	GCA Services Group, Inc.
GCAWARE	United States	3202693	GCA Services Group, Inc.
GCA CUSTOM GREEN	United States	3983299	GCA Services Group, Inc.
GCA & design	United States	3960502	GCA Services Group, Inc.
GCA SERVICES GROUP	United States	3960501	GCA Services Group, Inc.
GCA	United States	3019205	GCA Services Group, Inc.
DESIGN ONLY	United States	2975436	GCA Services Group, Inc.