

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregg Protection Services, LLC		04/08/2019	Limited Liability Company: DELAWARE
American K-9 Detection Services, LLC		04/08/2019	Limited Liability Company: DELAWARE
Constellis, Inc. (f/k/a Constellis Group, Inc.)		04/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87560131	G-TAP	
Registration Number:	5396265	AMK9	
Registration Number:	5352228	CONSTELLIS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	04/11/2019		

OP \$90.00 87560131

Total Attachments: 6

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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):

1. Gregg Protection Services, LLC
7121 Fairway Drive, Suite 301
Palm Beach Gardens, FL 33418
Limited Liability Company - Delaware, USA

2. American K-9 Detection Services, LLC
850 Puddin Ridge Road
Moyock, NC 27958
Limited Liability Company - Delaware, USA

3. Constellis, Inc. (f/k/a Constellis Group, Inc.)
12018 Sunrise Valley Drive, Suite 140
Reston, VA 20191

Citizenship: Corporation - Delaware, USA es No

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: NY

Country: USA Zip: 10010

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship Switzerland

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)

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

Execution Date(s) April 8, 2019

Assignment Merger

Security Agreement Change of Name

Other Security Interest (Second Lien)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text 87560131

B. Trademark Registration No.(s) 5396265, 5352228

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: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 256300.1026 (2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

3

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

April 10, 2019

Date

Doris Ka

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

Notice of Grant of Security Interest in Trademarks (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 8, 2019 (this “Notice”), made by Gregg Protection Services, LLC, a Delaware limited liability company, American K-9 Detection Services, LLC, a Delaware limited liability company, and Constellis, Inc. (f/k/a Constellis Group, Inc.), a Delaware corporation (the “Pledgors” and each individually a “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, each 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.

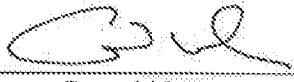
SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall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

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSIES, 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.

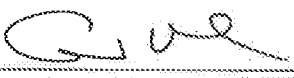
GREGG PROTECTION SERVICES, LLC

By: 
Name: Gearoid Moore
Title: Chief Legal Officer & Secretary

AMERICAN K-9 DETECTION SERVICES, LLC

By: 
Name: Gearoid Moore
Title: Chief Legal Officer & Secretary

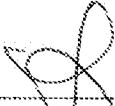
CONSTELLIS, INC. (F/K/A CONSTELLIS GROUP, INC.)

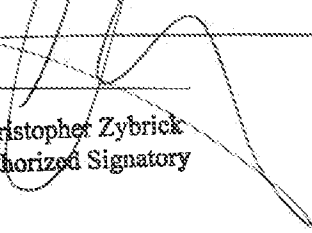
By: 
Name: Gearoid Moore
Title: Chief Legal Officer & Secretary

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

TRADEMARK
REEL: 006615 FRAME: 0328

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

By: 
Name: Lingzi Hwang
Title: Authorized Signatory

By: 
Name: Christopher Zybrick
Title: Authorized Signatory

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

Gregg Protection Services, LLC

U.S. Trademark Application

<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>
G-TAP	87560131	2017-08-08

American K-9 Detection Services, LLC

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMK9	5396265	2018-02-06

Constellis, Inc. (f/k/a Constellis Group, Inc.)

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CONSTELLIS	5352228	2017-12-05