

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		10/30/2019	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Garda CL Technical Services, Inc.		
Street Address:	2000 NW Corporate Boulevard		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: DELAWARE		
Name:	Garda CL Great Lakes, Inc.		
Street Address:	2000 NW Corporate Boulevard		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: OHIO		
Name:	Garda World Security Corporation		
Street Address:	1390 Barré Street		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3C 1N4		
Entity Type:	Corporation: CANADA		
Name:	GW Consulting USA, Inc.		
Street Address:	1101 Wilson Boulevard, SUITE 1725		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2671415	AT SYSTEMS	
TRADEMARK			

OP \$340.00 2671415

Property Type	Number	Word Mark
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	

CORRESPONDENCE DATA

Fax Number:

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1146908

NAME OF SUBMITTER: Elizabeth Wagenbach

SIGNATURE: /Elizabeth Wagenbach/

DATE SIGNED: 10/30/2019

Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 30, 2019 (this “Release”), by Barclays Bank PLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

A. Reference is made to (i) that certain Credit Agreement dated as of May 26, 2017 (as amended, restated, supplemented, waived or otherwise modified, the “Credit Agreement”) among Garda World Security Corporation, a corporation organized under the federal laws of Canada (the “Borrower”), GW Intermediate Holdco Corporation (“Holdings”), Barclays Bank PLC, as Administrative Agent and Collateral Agent and as an L/C Issuer and a Swing Line Lender and the Lenders party thereto, (ii) that certain Security Agreement, dated as of May 26, 2017 (as amended, restated, supplemented, waived or otherwise modified, the “Security Agreement”), among the Garda USA, Inc. (“Garda USA”), certain of the Borrower’s subsidiaries identified therein and the Collateral Agent and (iii) that certain Intellectual Property Security Agreement, dated as of May 26, 2017, among the Garda USA, certain of the Borrower’s subsidiaries identified therein and the Collateral Agent (as amended, restated, supplemented, waived or otherwise modified, the “IP Security Agreement”) and (iii) that certain Short Form Intellectual Property Security Agreement, dated May 26, 2017 (as amended, restated, supplemented, waived or otherwise modified, the “Short Form IP Security Agreement” and, together with the IP Security Agreement, the “Intellectual Property Security Agreements”), among the Borrower, certain of the Borrower’s subsidiaries identified therein and the Collateral Agent.

B. Pursuant to the Credit Agreement and the Intellectual Property Security Agreements, each Grantor granted to the Collateral Agent a security interest in all right, title and interest of such Grantor in, among other things, the Collateral (as defined in each Intellectual Property Security Agreement), including the Copyrights, Trademarks and Patents set forth on Schedule I hereto, and such security interests were recorded with the United States Patent & Trademark Office (the “USPTO”) on May 26, 2017 at Reel/Frame 6070/0053.

C. Pursuant to the payoff letter dated as of October 30, 2019, among the Grantors and the Collateral Agent, the Collateral Agent agreed to release any and all liens and security interests it may have in the Collateral pursuant to the Credit Agreement and each Intellectual Property Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

SECTION 1. Terms. Capitalized terms used herein that are defined in the Credit Agreement, Security Agreement or Intellectual Property Security Agreements and not otherwise defined herein have the meanings given in the Security Agreement or either Intellectual Property Security Agreement, as applicable.

SECTION 2. Release. The Collateral Agent, on behalf of itself and its permitted successors and assigns, does hereby terminate the Credit Agreement, the Security Agreement, the IP Security Agreement and the Short Form IP Security Agreement, as applicable, and, terminates, releases, relinquishes and discharges all of its lien and security interest granted under the Credit Agreement, Security Agreement and each Intellectual Property Security Agreement in the Collateral and any right, title or interest granted under the Credit Agreement, Security Agreement and each Intellectual Property Security Agreement it has in the Collateral shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Collateral Agent.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Grantors or the Grantors' authorized representative to record this Release with the USPTO. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary, or reasonably requested by Grantors, to effect and record the release of the security interest contemplated hereby, solely at the Grantors' cost.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

BARCLAYS BANK PLC, as Collateral Agent,

By Robert Walsh

Name:

Title:

Robert Walsh
Assistant Vice President

[Signature Page to IP Release]

TRADEMARK
REEL: 006783 FRAME: 0113

EXHIBIT A

Patents

None.

Patent Applications

None.

Trademarks

Registered owner/ Grantor	Trademark	Country	Registration No.	Reel/Frame
Garda CL Technical Services, Inc.	AT SYSTEMS	United States	2,671,415	6070/0053
Garda CL Technical Services, Inc.	CASHLINK	United States	2,821,984	6070/0053
Garda CL Technical Services, Inc.	EVEN XCHANGE	United States	2,957,995	6070/0053
Garda CL Technical Services, Inc.	EVEN XCHANGE	United States	3,086,071	6070/0053
Garda CL Great Lakes, Inc.	CASHTRACK	United States	2,701,692	6070/0053
Garda CL Great Lakes, Inc.	UNITED ARMORED SERVICES	United States	2,096,857	6070/0053
Garda World Security Corporation	GARDAWORLD	United States	3,528,195	6070/0053
Garda World Security Corporation	GARDA	United States	3,396,643	6070/0053
Garda World Security Corporation	GW	United States	3,517,096	6070/0053
GW Consulting USA, Inc.	V	United States	1,659,142	6070/0053
GW Consulting USA, Inc.	VANCE	United States	1,900,999	6070/0053
GW Consulting USA, Inc.	INTEGRITY FIRST	United States	3,225,446	6070/0053
GW Consulting USA, Inc.	[Design Only]	United States	1,812,352	6070/0053

Garda World Security Corporation	GW	European Community Trademark	5968474	6070/0053
Garda World Security Corporation	GardaWorld	European Community Trademark	5706866	6070/0053
Garda World Security Corporation	GW	Mexico	1071523	6070/0053
Garda World Security Corporation	GardaWorld	Mexico	1071524	6070/0053
Garda World Security Corporation	GW	Canada	TMA788,999	6070/0053

Trademark Applications

None.

Copyrights

None.

Copyright Applications

None.