

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commercial Protective Services, Inc.		10/30/2019	Corporation: CALIFORNIA
Garda CL Great Lakes, Inc.		10/30/2019	Corporation: OHIO
Garda CL Technical Services, Inc.		10/30/2019	Corporation: DELAWARE
Garda World Security Corporation		10/30/2019	Corporation: CANADA
GW Consulting USA, Inc.		10/30/2019	Corporation: DELAWARE
Primary Response Inc.		10/30/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3401163	COMMERCIAL PROTECTIVE SERVICES	
Registration Number:	3401164	ECAMSECURE	
Registration Number:	2701692	CASHTRAK	
Registration Number:	2096857	UNITED ARMORED SERVICES	
Registration Number:	2671415	AT SYSTEMS	
Registration Number:	2821984	CASHLINK	
Registration Number:	5698024	CASHTRAK360°	
Registration Number:	2957995	EVEN XCHANGE	
Registration Number:	3086071	EVEN XCHANGE	
Registration Number:	5800891	MONEYTRAK	
Registration Number:	5800892	MONEYTRAK	

OP \$465.00 3401163

Property Type	Number	Word Mark
Registration Number:	5650086	MONEYTRAK360
Registration Number:	4741815	GARDA
Registration Number:	3528195	GARDAWORLD
Registration Number:	3517096	GW
Registration Number:	1900999	VANCE
Registration Number:	4821011	PRIMARY RESPONSE
Registration Number:	4976266	PRIMARY RESPONSE SECURITY & INVESTIGATIO

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 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:	10/31/2019

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2019 (this "Agreement"), by and among the entities listed on the signature pages hereto (each a "Grantor" and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of October 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GW B-CR SECURITY CORPORATION, a corporation organized under the federal laws of Canada (in such capacity, the "Initial Borrower"), GARDA WORLD SECURITY CORPORATION, a corporation organized under the federal laws of Canada ("New Garda" or the "Borrower") (with the Initial Borrower to survive as New Garda following its amalgamation on the Effective Date with Garda Amalco which will result from the amalgamation on the Effective Date of the Borrower, GW INTERMEDIATE HOLDCO CORPORATION and Garda World), the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of October 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Initial Borrower, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to and in accordance with the Collateral Agreement, did and hereby do grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); provided that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" in the United States Patent and Trademark Office with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

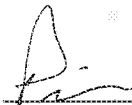
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

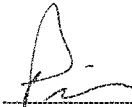
COMMERCIAL PROTECTIVE SERVICES, INC., as
Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer


ECAMSECURE, as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer


GARDA CL GREAT LAKES, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer


GARDA CL TECHNICAL SERVICES, INC., as
Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

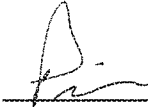
GARDA WORLD SECURITY CORPORATION, as
Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

GW CONSULTING USA, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

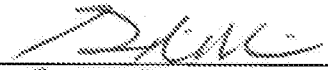
PRIMARY RESPONSE INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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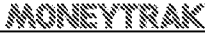
JPMORGAN CHASE BANK, N.A., as Collateral Agent


By: 
Name: Gene Rieps de Jis
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**Schedule I
to Trademark Security Agreement**

Trademark Registrations and Applications in the United States Patent and Trademark Office

Registered Owner	Trademark	Registration or Application No.	Registration Date
Commercial Protective Services *Recordation by USPTO of assignment from Christopher Coffey to Commercial Protective Services, Inc. pending.	COMMERCIAL PROTECTIVE SERVICES	3,401,163	2008-03-25
eCAMSECURE *Recordation by USPTO of assignment from Christopher Coffey to Commercial Protective Services, Inc. pending	ECAMSECURE	3,401,164	2008-03-25
Garda CL Great Lakes, Inc.	CASHTRAK	2,701,692	2003-04-01
Garda CL Great Lakes, Inc.	UNITED ARMORED SERVICES	2,096,857	1997-09-16
Garda CL Technical Services, Inc.	AT SYSTEMS	2,671,415	2003-01-07
Garda CL Technical Services, Inc.	CASHLINK	2,821,984	2004-03-16
Garda CL Technical Services, Inc.	CASHTRAK360 ⁰	5,698,024	2019-03-12
Garda CL Technical Services, Inc.	EVEN XCHANGE	2,957,995	2005-05-31
Garda CL Technical Services, Inc.	EVEN XCHANGE	3,086,071	2006-04-25
Garda CL Technical Services, Inc.	MONEYTRAK	5,800,891	2019-07-09
Garda CL Technical Services, Inc.	MONEYTRAK (Stylized 	5,800,892	2019-07-09
Garda CL Technical Services, Inc.	MONEYTRAK360	5,650,086	2019-01-08
Garda World Security Corporation	GARDA	4,741,815	2015-05-26
Garda World Security Corporation	GARDAWORLD	3,528,195	2008-11-04
Garda World Security Corporation	GW	3,517,096	2008-10-14
GW Consulting USA, Inc.	VANCE	1,900,999	1995-06-20
Primary Response Inc.	PRIMARY RESPONSE	4,821,011	2015-09-29

Primary Response Inc.	PRIMARY RESPONSE SECURITY & INVESTIGATIONS P R TRUST SECURITY HONOUR 	4,976,266	2016-06-14
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