

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547285

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:	Primary Response Inc.		
Street Address:	60 Modern Road		
City:	Scarborough		
State/Country:	CANADA		
Postal Code:	M1R 3B6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4976266	PRIMARY RESPONSE SECURITY & INVESTIGATIO	
Registration Number:	4821011	PRIMARY RESPONSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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: 4			
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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 March 20, 2018 at Reel/Frame 6295/0243.

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: 006798 FRAME: 0824

EXHIBIT A

Patents

None.

Patent Applications

None.

Trademarks

Registered owner/ Grantor	Trademark	Country	Registration No.	Reel/Frame
Primary Response Inc.	PRIMARY RESPONSE SECURITY & INVESTIGATIONS P R TRUST SECURITY HONOUR	United States	4976266	6295/0243
Primary Response Inc.	Primary Response Inc.	United States	4821011	6295/0243

Trademark Applications

None.

Copyrights

None.

Copyright Applications

None.