

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559740

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commercial Protective Services, Inc.		01/30/2020	Corporation: CALIFORNIA
eCAMSECURE		01/30/2020	Domestic Stock Corporation: CALIFORNIA
Garda CL Great Lakes, Inc.		01/30/2020	Corporation: OHIO
Garda CL Technical Services, Inc.		01/30/2020	Corporation: DELAWARE
Garda World Security Corporation		01/30/2020	Corporation: CANADA
GW Consulting USA, Inc.		01/30/2020	Corporation: DELAWARE
Primary Response Inc.		01/30/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Computershare Trust Company, N.A., U.S. Notes Collateral Agent
Street Address:	8742 Lucent Boulevard, Suite 225
City:	Highlands Ranch
State/Country:	COLORADO
Postal Code:	80129
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

TRADEMARK

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:	01/31/2020

Total Attachments: 9

source=42. U.S. Trademark Security Agreement#page1.tif
source=42. U.S. Trademark Security Agreement#page2.tif
source=42. U.S. Trademark Security Agreement#page3.tif
source=42. U.S. Trademark Security Agreement#page4.tif
source=42. U.S. Trademark Security Agreement#page5.tif
source=42. U.S. Trademark Security Agreement#page6.tif
source=42. U.S. Trademark Security Agreement#page7.tif
source=42. U.S. Trademark Security Agreement#page8.tif
source=42. U.S. Trademark Security Agreement#page9.tif

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):

see the attached

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 30, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Computershare Trust Company, N.A.,
U.S. Notes Collateral Agent

Street Address: 8742 Lucent Boulevard, Suite 225

City: Highlands Ranch

State: CO

Country: USA Zip: 80129

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

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 - Intellectual Property

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: 08061.1799 (Notes)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

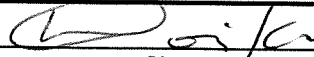
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Doris Ka

January 30, 2020

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

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

TRADEMARK
REEL: 006851 FRAME: 0249

ITEM 1
to Trademarks Recordation Form Cover Sheet

Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	Commercial Protective Services, Inc.	3400 E. Airport Way Long Beach, CA 90806	Corporation	California
2.	eCAMSECURE	3400 E. Airport Way Long Beach, CA 90806	Domestic Stock Corporation	California
3.	Garda CL Great Lakes, Inc.	2000 NW Corporate Boulevard Boca Raton, FL 33431	Corporation	Ohio
4.	Garda CL Technical Services, Inc.	2000 NW Corporate Boulevard Boca Raton, FL 33431	Corporation	Delaware
5.	Garda World Security Corporation	1390 Barré Street Montreal, Canada H3C1N4	Corporation	Canada
6.	GW Consulting USA, Inc.	1875 K Street NW, Suite 441 Washington DC 20006	Corporation	Delaware
7.	Primary Response Inc.	60 Modern Road Scarborough, Ontario, Canada M1R3B6	Corporation	Canada

ITEM 2

Receiving Party

	Entity	Address	Type of Entity	Jurisdiction
1.	Computershare Trust Company, N.A., as Notes Collateral Agent	Attn: Corporate Trust 8742 Lucent Boulevard, Suite 225 Highlands Ranch, CO 80129	Bank	USA

TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2020 (this “Agreement”), by and among the entities listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”), and Computershare Trust Company, N.A., as U.S. collateral agent (in such capacity, the “U.S. Notes Collateral Agent”).

Reference is made to (a) that certain Indenture, dated as of January 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Garda World Security Corporation, a corporation organized under the federal laws of Canada (the “Company”), the Guarantors party thereto, Computershare Trust Company, N.A., as the U.S. trustee, Computershare Trust Company of Canada, as the Canadian trustee, the U.S. Notes Collateral Agent and Computershare Trust Company of Canada, as the Canadian notes collateral agent, and (b) that certain U.S. Security Agreement, dated as of January 30, 2020 (the “U.S. Security Agreement”), by and among the Company, the other Grantors from time to time party thereto and the U.S. Notes Collateral Agent. The Grantors are Affiliates of the Issuer and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into this Agreement. Accordingly, 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 U.S. Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the U.S. Security 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 U.S. Security Agreement, did and hereby do grant to the U.S. Notes 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 U.S. Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the U.S. Notes Collateral Agent pursuant to the U.S. Security Agreement. The Grantors hereby acknowledge and affirm that the rights, powers, protections, immunities, indemnities and remedies of the U.S. Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Indenture and the U.S. Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein mutatis mutandis. In the event of any conflict between the terms of this Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

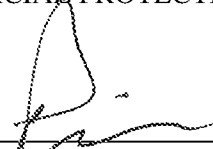
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement

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

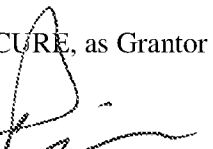
[Remainder of Page Intentionally Blank]

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

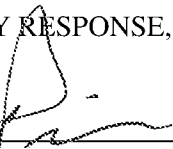
GARDA WORLD SECURITY CORPORATION., as Grantor

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

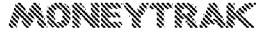
By: 
Name: Patrick Prince
Title: Responsible Officer

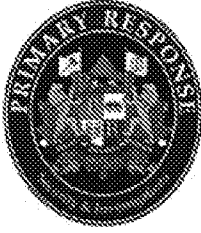
COMPUTERSHARE TRUST COMPANY, N.A., as
U.S. Notes Collateral Agent

By: *Jerry Urbanek*
Name: Jerry Urbanek
Title: Trust Officer

**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	COMMERCIAL PROTECTIVE SERVICES	3,401,163	2008-03-25
eCAMSECURE *Recordation by USPTO of assignment from Christopher Coffey to eCAMSECURE 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°	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

Registered Owner	Trademark	Registration or Application No.	Registration Date
Primary Response Inc.	PRIMARY RESPONSE SECURITY & INVESTIGATIONS P R TRUST SECURITY HONOUR 	4,976,266	2016-06-14