

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM569338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks (Priority)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Academi LLC		03/27/2020	Limited Liability Company: DELAWARE
Constellis, Inc.		03/27/2020	Corporation: DELAWARE
Triple Canopy, Inc.		03/27/2020	Corporation: ILLINOIS
Centerra Group, LLC		03/27/2020	Limited Liability Company: DELAWARE
Gregg Protection Services, LLC		03/27/2020	Limited Liability Company: DELAWARE
American K-9 Detection Services, LLC		03/27/2020	Limited Liability Company: DELAWARE
Omniplex World Services Corporation		03/27/2020	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 54</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4925182	C CENTERRA	
<b>Registration Number:</b>	3274601	G-TAP	
<b>Registration Number:</b>	5736895	G-TAP	
<b>Registration Number:</b>	4264611		
<b>Registration Number:</b>	4360076	ACADEMI	
<b>Registration Number:</b>	4264613		
<b>Registration Number:</b>	4264614		
<b>Registration Number:</b>	4264616		
<b>Registration Number:</b>	4360077	ACADEMI	
<b>Registration Number:</b>	4368695	ELITE TRAINING. TRUSTED PROTECTION.	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4516046	ELITE TRAINING. TRUSTED PROTECTION.
Registration Number:	5022807	ELITE TRAINING. TRUSTED PROTECTION.
Registration Number:	4386438	ACADEMI ELITE TRAINING. TRUSTED PROTECTI
Registration Number:	4545976	ACADEMI ELITE TRAINING. TRUSTED PROTECTI
Registration Number:	4360079	ACADEMI
Registration Number:	4488879	ACADEMI
Registration Number:	4360111	ACADEMI
Registration Number:	4360110	ACADEMI
Registration Number:	4367909	
Registration Number:	4367908	A EXCELLENCE DIGNITY GOVERNANCE TEAMWORK
Registration Number:	4368693	ELITE TRAINING. TRUSTED PROTECTION.
Registration Number:	3206339	TRIPLE CANOPY
Registration Number:	3195695	SECURE SUCCESS
Registration Number:	4096790	ASSESS AVERT ACHIEVE
Registration Number:	3688195	EI EDINBURGHINTERNATIONAL
Registration Number:	4096791	ASSESS AVERT ACHIEVE
Registration Number:	3688194	EI
Registration Number:	3685062	EI
Registration Number:	3685061	EDINBURGH INTERNATIONAL
Registration Number:	4617870	CONSTELLIS
Registration Number:	5352228	CONSTELLIS
Registration Number:	3195696	
Serial Number:	87143573	CONSTELLIS
Serial Number:	88839209	CONSTELLIS
Registration Number:	4521095	AMK9
Registration Number:	4487299	AMK9 AMERICAN K-9 DETECTION SERVICES, LL
Registration Number:	4487302	AMK9 AMERICAN K-9 DETECTION SERVICES, LL
Registration Number:	4769950	AMK9
Registration Number:	4769965	AMK9 ACADEMY
Registration Number:	4769975	AMK9 ACADEMY
Registration Number:	4565580	AMK9
Registration Number:	4769967	AMK9U
Registration Number:	4769981	AMK9U
Registration Number:	4769968	AMK9 UNIVERSITY
Registration Number:	4541561	AMERICAN K-9 DETECTION SERVICES
Registration Number:	5396265	AMK9
Registration Number:	4673842	PROTECTING YOUR INVESTMENT
Registration Number:	4453717	SECURITY BEYOND HUMAN LIMITATIONS

Property Type	Number	Word Mark
Registration Number:	4293685	THE LEADER IN K-9 DETECTION
Registration Number:	4416230	THE LEADER IN K-9 DETECTION
Registration Number:	5276968	CANINE SECURITY EVOLVED
Serial Number:	88698638	TRACK
Registration Number:	5412215	OMNIPLEX WORLD SERVICES CORPORATION
Registration Number:	2859769	RIGHT PEOPLE. RIGHT VALUES.

#### CORRESPONDENCE DATA

**Fax Number:** 9494754754

*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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** Stephanie Kann

**Address Line 1:** 3161 Michelson Drive

**Address Line 2:** Gibson, Dunn & Crutcher LLP

**Address Line 4:** Irvine, CALIFORNIA 92612

<b>ATTORNEY DOCKET NUMBER:</b>	18300-00240
<b>NAME OF SUBMITTER:</b>	Stephanie Kann
<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	03/27/2020

#### Total Attachments: 7

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**Notice of Grant of Security Interest in Trademarks (Priority)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 27, 2020 (this “Notice”), made by ACADEMI LLC, a Delaware limited liability company, CONSTELLIS, INC., a Delaware corporation, TRIPLE CANOPY, INC., an Illinois corporation, CENTERRA GROUP, LLC, a Delaware limited liability company, GREGG PROTECTION SERVICES, LLC, a Delaware limited liability company, AMERICAN K-9 DETECTION SERVICES, LLC, a Delaware limited liability company, and OMNIPLEX WORLD SERVICES CORPORATION, a Virginia 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 (Priority), dated as of March 27, 2020 (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, CONTROVERSY, 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 undersigned has caused this Agreement to be executed and delivered as of the date first above written.

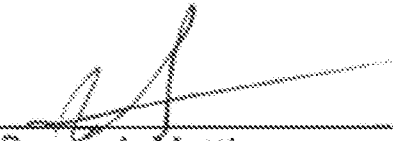
**ACADEMI LLC  
AMERICAN K-9 DETECTION SERVICES, LLC  
CENTERRA GROUP, LLC  
CONSTELLIS, INC.  
GREGG PROTECTION SERVICES, LLC  
OMNIPLEX WORLD SERVICES  
CORPORATION  
TRIPLE CANOPY, INC.**

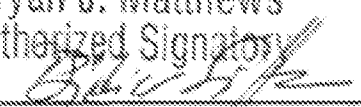
By:  \_\_\_\_\_

Name: Gearoid Moore

Title: Chief Legal Officer & Secretary

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

By:   
Name: Bryan J. Matthews  
Title: Authorized Signatory

By:   
Name: Didier Siffer  
Title: Authorized Signatory

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

**Trademarks Owned by Centerra Group, LLC**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENTERRA and Design	4925182	03/29/2016

**Trademarks Owned by Gregg Protection Services, LLC**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
G-TAP	3274601	08/07/2007
G-TAP	5736895	04/30/2019

**Trademarks Owned by ACADEMI LLC**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DESIGN (Shield)	4264611	12/25/2012
ACADEMI (Stylized)	4360076	7/2/2013
DESIGN (Shield)	4264613	12/25/2012
DESIGN (Shield)	4264614	12/25/2012
DESIGN (Shield)	4264616	12/25/2012
ACADEMI (Stylized)	4360077	7/2/2013
ELITE TRAINING. TRUSTED PROTECTION.	4368695	7/16/2013
ELITE TRAINING. TRUSTED PROTECTION.	4516046	4/15/2014
ELITE TRAINING. TRUSTED PROTECTION.	5022807	8/16/2016
ACADEMI (Stylized) ELITE TRAINING. TRUSTED PROTECTION. & Design (Shield)	4386438	8/20/2013
ACADEMI (Stylized) ELITE TRAINING. TRUSTED PROTECTION. & Design (Shield)	4545976	6/10/2014
ACADEMI (Stylized)	4360079	7/2/2013
ACADEMI	4488879	2/25/2014
ACADEMI & Design (Stylized)	4360111	7/2/2013
ACADEMI & Design (Stylized)	4360110	7/2/2013
DESIGN (Shield)	4367909	7/16/2013



<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
A EXCELLENCE DIGNITY GOVERNANCE TEAMWORK INNOVATION INTEGRITY & Design	4367908	7/16/2013
ELITE TRAINING. TRUSTED PROTECTION.	4368693	7/16/2013

**Trademarks Owned by Triple Canopy, Inc.**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TRIPLE CANOPY	3206339	2/6/2007
SECURE SUCCESS	3195695	1/9/2007
ASSESS AVERT ACHIEVE	4096790	2/7/2012
EI EDINBURGH INTERNATIONAL & Design	3688195	9/29/2009
ASSESS AVERT ACHIEVE	4096791	2/7/2012
EI & Design	3688194	9/29/2009
EI	3685062	9/22/2009
EDINBURGH INTERNATIONAL	3685061	9/22/2009

**Trademarks Owned by Constellis, Inc. (f/k/a Constellis Group, Inc.)**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CONSTELLIS	4617870	10/7/2014
CONSTELLIS & Star Design Mark	5352228	12/05/2017
DESIGN (Star)	3195696	1/9/2007

*U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
CONSTELLIS & Star Design	87/143573	08/18/2016
CONSTELLIS & Star Design	88/839209	03/18/2020

**Trademarks Owned by American K-9 Detection Services, LLC**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMK9	4521095	4/29/14
AMK9 Letterhead Logo	4487299	2/25/2014
AMK9 Signature Logo	4487302	2/25/2014
AMK9 Logo	4769950	7/7/15
AMK9 Academy	4769965	7/7/15
AMK9 Academy Logo	4769975	7/7/15
AMK9	4565580	7/8/14
AMK9 U	4769967	7/7/15
AMK9 U Logo	4769981	7/7/15
AMK9 University	4769968	7/7/15
American K-9 Detection Services	4541561	6/3/14
AMK9	5396265	2/6/18
Protecting Your Investment	4673842	1/20/15
Security Beyond Human Limitations	4453717	12/24/13
The Leader in K-9 Detection	4293685	2/19/13
The Leader in K-9 Detection	4416230	10/8/13
Canine Security Evolved	5276968	8/29/17

*U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
TRACK	88/698638	11/19/2019

**Trademarks Owned by OMNIPLEX World Services Corporation**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
OMNIPLEX WORLD SERVICES CORPORATION	5412215	02/27/2018
RIGHT PEOPLE. RIGHT VALUES	2859769	07/06/2004