

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WorldAware Inc.		09/21/2020	Corporation: DELAWARE
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: 15			
Property Type	Number	Word Mark	
Registration Number:	4685578	B BLUELINE	
Registration Number:	4693140	B BLUELINE	
Registration Number:	4693141	B BLUELINE	
Registration Number:	4693139	B BLUELINE CONNECT	
Registration Number:	4984219	CRITICAL MONITOR	
Registration Number:	4974061	CRITICAL TRAC	
Registration Number:	2525932	IJET	
Registration Number:	2541381	TRAVEL INTELLIGENCE	
Registration Number:	5235008	TRM3	
Serial Number:	87880805	WORLDAWARE	
Serial Number:	87852220	WORLDAWARE	
Registration Number:	2527549	WORLD CUE	
Serial Number:	87761350	WORLD CUE COMMUNICATOR	
Registration Number:	5005030	WORLD CUE COMPANION	
Registration Number:	2734127	WORLD CUE TRACKER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$390.00 4685578

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:	09/25/2020

Total Attachments: 9
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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):

WorldAware Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 21, 2020

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 4 Chase Metrotech Center
_MC NY1-C413

City: Brooklyn

State: _____

Country: USA Zip: 11245-0001

- 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
see attached Schedule I

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: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 57320.1719 (Garda)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 15

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: Doris Ka
Signature

September 25, 2020
Date

Doris Ka
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 SECURITY AGREEMENT, dated as of September 21st, 2020 (this "Agreement"), by and between the entity listed on the signature pages hereto (a "Grantor"), 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 Grantor is an Affiliate of the Borrower and is 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 Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does 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 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 Grantor 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 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.

[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.

WORLDWARE INC.

By: 
Name: Patrick Prince
Title: Responsible Officer

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

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement_WorldAware Inc.]

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

WORLDAWARE INC.

By: _____
Name: Patrick Prince
Title: Responsible Officer

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

By:  _____
Name: Gene Riego De Dios
Title: Executive Director

[Signature page to Trademark Security Agreement_WorldAware Inc.]

**Schedule I
to Trademark Security Agreement**

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

Registered Owner	Trademark	Country	Registration	Registration Date
WorldAware Inc.	B BLUELINE and design	USA	4,685,578	2015-02-10
WorldAware Inc.	B BLUELINE and design	USA	4,693,140	2015-02-24
WorldAware Inc.	B BLUELINE and design	USA	4,693,141	2015-02-24
WorldAware Inc.	B BLUELINE CONNECT and design	USA	4,693,139	2015-02-24
WorldAware Inc.	CRITICAL MONITOR	USA	4,984,219	2016-06-21
WorldAware Inc.	CRITICAL TRAC	USA	4,974,061	2016-06-07
WorldAware Inc.	iJET	USA	2,525,932	2002-01-01
WorldAware Inc.	TRAVEL INTELLIGENCE	USA	2,541,381	2002-02-19
WorldAware Inc.	TRM3	USA	5,235,008	2017-07-04
WorldAware Inc.	WORLDWARE	Australia	1927851 1442019	2018-11-20 2012-01-11
WorldAware Inc.	WORLDWARE	Canada	1922790	2018-10-01
WorldAware Inc.	WORLDWARE	China	G1441705	2019-04-03
WorldAware Inc.	WORLDWARE	Egypt	1441705	2018-09-27

WorldAware Inc.	WORLDAWARE	European Union	009739038 1441705	2011-08-23 2018-09-27
WorldAware Inc.	WORLDAWARE	India	4052245	2018-09-27
WorldAware Inc.	WORLDAWARE	Israel	312349	2018-09-28
WorldAware Inc.	WORLDAWARE	Japan	1441705	2018-09-27
WorldAware Inc.	WORLDAWARE (Nice Class 9)	Mexico	2153514	2018-09-27
WorldAware Inc.	WORLDAWARE (Nice Class 39)	Mexico	2153515	2018-09-27
WorldAware Inc.	WORLDAWARE (Nice Class 42)	Mexico	2153516	2018-09-27
WorldAware Inc.	WORLDAWARE (Nice Class 45)	Mexico	2153517	2018-09-27
WorldAware Inc.	WORLDAWARE	Norway	201900016	2019-01-03
WorldAware Inc.	WORLDAWARE	Philippines	M/1/1441705	2018-09-27
WorldAware Inc.	WORLDAWARE	Russia	1441705	2018-09-27
WorldAware Inc.	WORLDAWARE	Singapore	40201900255U	2018-09-27
WorldAware Inc.	WORLDAWARE	South Africa	2018/28431 2018/28432 2018/28433 2018/28434	2020-03-16 2020-03-16 2020-03-16 2020-03-16
WorldAware Inc.	WORLDAWARE	Switzerland	441705	2018-09-27
WorldAware Inc.	WORLDAWARE	USA	87,880,805	2018-04-17
WorldAware Inc.	WORLDAWARE stylized	Australia	1971730	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Canada	1922256	2018-09-27

WorldAware Inc.	WORLDAWARE stylized	China	G1435850	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Egypt	1435850	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	European Union	1435850	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	India	4007890	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Israel	311206	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Japan	1435850	2018-09-27
WorldAware Inc.	WORLDAWARE stylized (Nice Class 9)	Mexico	2134246	2018-09-27
WorldAware Inc.	WORLDAWARE stylized (Nice Class 39)	Mexico	2134247	2018-09-27
WorldAware Inc.	WORLDAWARE stylized (Nice Class 42)	Mexico	2134248	2018-09-27
WorldAware Inc.	WORLDAWARE stylized (Nice Class 45)	Mexico	2134249	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Norway	201815667	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Philippines	M/1/1435850	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Russia	1435850	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	Singapore	40201824555T	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	South Africa	2018/28209	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	South Africa	2018/28210	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	South Africa	2018/28211	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	South Africa	2018/28208	2018-09-27

WorldAware Inc.	WORLDAWARE stylized	Switzerland	1435850	2018-09-27
WorldAware Inc.	WORLDAWARE stylized	USA	87/852220	2018-03-27
WorldAware Inc.	WORLDCUE	USA	2,527,549	2002-01-08
WorldAware Inc.	WORLDCUE COMMUNICATOR	USA	87/761,350	2018-01-18
WorldAware Inc.	WORLDCUE COMPANION	USA	5,005,030	2016-07-19
WorldAware Inc.	WORLDCUETRACKER	USA	2,734,127	2003-07-08