

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garda World Security Corporation		09/29/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Interim Security Agent		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4741815	GARDA	
Registration Number:	3528195	GARDAWORLD	
Registration Number:	3517096	GW	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@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:	09/30/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT (Interim Facilities), dated as of September 29, 2020 (this “Agreement”), by and between GARDA WORLD SECURITY CORPORATION, a corporation organized under the federal laws of Canada (the “Grantor”), and BARCLAYS BANK PLC, as interim security agent (in such capacity, the “Interim Security Agent”).

Reference is made to (a) that certain Interim Facilities Agreement, dated as of September 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among BARCLAYS BANK PLC, BOFA SECURITIES, INC., UBS SECURITIES LLC, TD SECURITIES (USA) LLC, RBC CAPITAL MARKETS, LLC AND THE BANK OF NOVA SCOTIA, as Arrangers, BARCLAYS BANK PLC, as Interim Facility Agent, BARCLAYS BANK PLC, as Interim Security Agent, GWSC, Garda USA, the Bidder, and the Interim Lenders from time to time party thereto and (b) that certain Collateral Agreement, dated as of September 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Borrowers, the other Grantors and the Interim Security Agent. The Interim Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Interim Lenders to make additional Utilisations and as consideration for Utilisations 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.

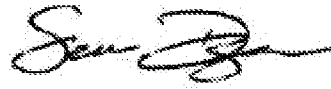
SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Interim Security Agent, its successors and assigns, for the benefit of the Interim Secured Finance 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” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Interim Security Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Interim Security Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Interim Security 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]

BARCLAYS BANK PLC, as Interim Security Agent

A handwritten signature in black ink, appearing to read "Sean Duggan". The signature is stylized and cursive.


By:
Name: Sean Duggan
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007065 FRAME: 0586

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

GARDA WORLD SECURITY CORPORATION, as
Grantor

By: 
Name: Partick Prince
Title: Responsible Officer

Schedule I
to Trademark Security Agreement

Registered Owner	Trademark	Registration or Application No.	Registration Date
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

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):

Garda World Security Corporation

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

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 29, 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: Barclays Bank PLC, as Interim Security Agent

Street Address: 745 7th Avenue

City: New York

State: NY

Country: USA Zip: 10019

- 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)
4741815, 3528195, 3517096

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: 08380.1161 (Garda.Project Spectre)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 3

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

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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