

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689416

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC Bank, National Association | | 10/14/2021 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | TTI Global, Inc. | | |
| Street Address: | 70 Corporate Center, 11000 Broken Land Parkway | | |
| Internal Address: | Suite 300 | | |
| City: | Columbia | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21044 | | |
| Entity Type: | Corporation: MICHIGAN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2609092 | TTI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2156562498 | | |
| <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: | 215-656-3381 | | |
| Email: | pto.phil@dlapiper.com | | |
| Correspondent Name: | IP GROUP OF DLA PIPER LLP (US) | | |
| Address Line 1: | ONE LIBERTY PLACE | | |
| Address Line 2: | 1650 MARKET ST. SUITE 5000 | | |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 | | |
| NAME OF SUBMITTER: | William L. Bartow | | |
| SIGNATURE: | /williamlbartow/ | | |
| DATE SIGNED: | 11/18/2021 | | |
| Total Attachments: 4 | | | |
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RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This **RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS** (this “**Release**”), dated as of October 14, 2021, is by and between (a) **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, “**Administrative Agent**”) for itself and the other Lenders (as defined below) under the Credit Agreement (as defined below) and for any other Secured Party (as defined in the IP Security Agreement, as defined below), and (b) **TTI GLOBAL, INC.**, a Michigan corporation (the “**Grantor**”);

WHEREAS, reference is made to (i) that certain Credit Agreement, dated as of November 30, 2018 (as amended, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”; capitalized terms used herein but not defined shall have the definitions used in the Credit Agreement), by and among the GP Strategies Corporation (“**GP Strategies**”), General Physics (UK) Ltd., a company organized and existing under the law of England and Wales with company number 03424328 (“**General Physics UK**”), GP Strategies Holdings Limited, a company organized and existing under the law of England and Wales with company number 06340333 (“**GP Holdings UK**”), GP Strategies Limited, a company organized and existing under the law of England and Wales with company number 08003789 (“**GP Strategies Limited**”), GP Strategies Training Limited, a company organized and existing under the law of England and Wales with company number 08003851 (“**GP Strategies Training UK**”; together with GP Strategies, General Physics UK, GP Holdings UK, GP Strategies Limited, and the Grantor each a “**Borrower**” and collectively, the “**Borrowers**”), the financial institutions party thereto as lenders from time to time (the “**Lenders**”), and the Administrative Agent, as supplemented by that certain Borrower Joinder and Assumption Agreement, dated as of May 20, 2019 (the “**Joinder**”), by Grantor in favor of the Administrative Agent and (ii) that certain Security Agreement, dated as of November 30, 2018, by and among GP Strategies and each other loan party that becomes a debtor thereunder from time to time and the Administrative Agent, as supplemented by the Joinder (as further amended, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for itself and the other Lenders under the Credit Agreement a security interest in, among other things, the patent applications, patents, patent licenses, trademark applications, trademarks, trademark licenses, copyright applications, copyrights and copyright licenses listed on Schedule A attached hereto (collectively, the “**Released Patents, Trademarks and Copyrights**”) to secure the Secured Obligations (as defined therein);

WHEREAS, pursuant to the terms of that certain Patent, Trademark and Copyright Security Agreement, dated as of May 20, 2019, by and among the Grantor, each of the other loan parties that becomes a pledgor thereunder from time to time, and the Administrative Agent for itself and the other Lenders under the Credit Agreement and for any other Secured Party (as defined therein) (as amended, modified, supplemented or restated and in effect from time to time, the “**IP Security Agreement**”), the Grantor has granted and conveyed to the Administrative Agent a security interest in the entire right, title, and interest of Grantor in and to the Released Patents, Trademarks and Copyrights to secure the full payment and performance of all Secured Obligations (as defined therein);

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office on May 23, 2019 at 6652 Frame 0036 with respect to the trademarks;

WHEREAS, the Grantor has requested that the Administrative Agent release its security interest in the Released Patents, Trademarks and Copyrights; and

WHEREAS, the Administrative Agent, for itself and the other Lenders under the Credit Agreement, has agreed to release its security interest in the Released Patents, Trademarks and Copyrights.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

The Administrative Agent hereby:

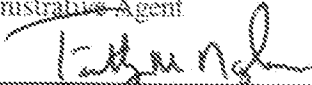
1. fully and unconditionally releases, discharges, terminates and cancels all security interests in the entire right, title and interest of the Administrative Agent arising under the Security Agreement and the IP Security Agreement in (a) the Released Patents, Trademarks and Copyrights, and (b) all proceeds of the Released Patents, Trademarks and Copyrights (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the Released Patents, Trademarks and Copyrights relate;
2. to the extent that the Administrative Agent has acquired any right, title or interest in or to the Released Patents, Trademarks and Copyrights under the Security Agreement or the IP Security Agreement, re-transfers, re-conveys and re-assigns all such right, title or interest to the Grantor;
3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given; and
4. agrees to duly execute and deliver to the Grantor any further documents, and to do such other acts that the Grantor (or its respective agents or designees) reasonably request, at the Borrowers' cost and expense, in order to confirm the release hereby given and Grantor's right, title and interest in the Released Patents, Trademarks and Copyrights.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Patents, Trademarks and Copyrights to be executed as of the date first set forth above.

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Timothy M. Maylor
Title: SVP

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS


1. Registered Patents:

None.

2. Patent Applications:

None.

3. Registered Trademarks:

| <u>Registered Owner</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Expiration Date</u> |
|-------------------------|---|----------------------------|------------------------|
| TTI Global, Inc. |  | 2609092 | |

4. Trademark Applications:

None.

5. Registered Copyrights:

None.