

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC		11/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GC Services Limited Partnership		
Street Address:	6330 Gulfton Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77081		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2954357	GC	
Registration Number:	2959131	GC SERVICES	
Registration Number:	3064779	QUALITY FIRST	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	12128065400		
Email:	tm@stroock.com, jmann@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	006924.0002		
NAME OF SUBMITTER:	Jeffrey Mann		
SIGNATURE:	/Jeffrey Mann/		
DATE SIGNED:	11/30/2021		
Total Attachments: 5			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of November 29, 2021 and granted by BSP Agency, LLC, a Delaware limited liability company having an address of 9 W. 57th Street, Suite 4920, New York, New York 10019, as collateral agent for the Lenders (the "**Collateral Agent**"), in favor of GC Services Limited Partnership, a Delaware limited partnership having an address of 6330 Gulfton Street, Houston, TX 77081 (the "**Grantor**").

WHEREAS, pursuant to that certain Financing Agreement dated as of July 31, 2017 (the "**Financing Agreement**") among the Grantor, the Collateral Agent, the Lenders and the other parties thereto, the Grantor executed and delivered to the Collateral Agent that certain Pledge and Security Agreement by and among the Grantor, the Collateral Agent and other parties thereto dated as of July 31, 2017 (the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent on behalf of and for the ratable benefit of the Lenders a security interest in all of its right, title and interest in, to and under the Collateral, including the IP Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6119, Frame 0600 on August 1, 2017 and with the United States Copyright Office at Volume 9949 Document 509 on August 15, 2017; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Lenders may have in the IP Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Financing Agreement.

2. Release of Security Interest. Collateral Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in, to and under the following (collectively, the "**IP Collateral**"):

(a) the Trademarks, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all renewals thereof; and

(b) the Copyrights, including the copyright registrations set forth in Schedule 2 hereto, and all renewals thereof.

3. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Recordation. The parties authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this Release upon request by the Grantor.

5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

6. Execution in Counterparts. This Release may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Release by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BSP AGENCY, LLC, as Collateral Agent

By:  _____

Name: Mike Frick
Title: Authorized Signer

SCHEDULE 1

TRADEMARKS

Mark	Jurisdiction	Registration Number	Registration Date
GC	US	2954357	05/24/2005
GC SERVICES	US	2959131	06/07/2005
QUALITY FIRST	US	3064779	03/07/2006

SCHEDULE 2

COPYRIGHTS

Title	Jurisdiction	Registration Number	Registration Date
MCI & GC Services –the quality connection: account representative training manual	US	TXu000439779	October 4, 1990
MCI & GC services –“the quality connection”: trainer instruction manual	US	TXu000438723	October 4, 1990
CFS training manual	US	TXu000660008	November 9, 1994
Customer service representative training	US	TXu000521021	May 7, 1992
GC Services/MCI policy and procedure manual: Redbook	US	TXu000659780	November 9, 1994
Hightoll training manual	US	TXu000659779	November 9, 1994
GC star system user documentation	US	TXu000220376	October 4, 1985