

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GC Services Limited Partnership		11/29/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	9 W. 57th Street, Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2959131	GC SERVICES	
Registration Number:	3064779	QUALITY FIRST	
Registration Number:	2954357	GC	
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: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of November 29, 2021, is made by and between GC SERVICES LIMITED PARTNERSHIP, a Delaware limited partnership having an address of 6330 Gulfton Street, Houston, Texas 77081 (the "**Grantor**") in favor of BSP AGENCY, LLC (the "**Collateral Agent**"), a Delaware limited liability company, having an address of 9 W. 57th Street, Suite 4920, New York, NY 10019 as collateral agent for the secured parties under the Financing Agreement referred to below (the "**Secured Parties**").

WHEREAS, the Grantor and other grantors have entered into that certain First Lien Financing Agreement dated as of November 29, 2021 (the "**Financing Agreement**"), with the Collateral Agent and the administrative agent and lenders (the "**Lenders**") party thereto;

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Financing Agreement, Grantor has executed and delivered to the Collateral Agent that certain First Lien Pledge and Security Agreement dated as of November 29, 2021, made by and between the Grantor, other grantors and the Collateral Agent (the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located.

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

2. Grant of Security. Grantor hereby pledges and grants to the Collateral Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) All of its Trademarks, including, but not limited to the trademark registrations set forth on Schedule 1 hereto; and

(b) All of its Copyrights, including, but not limited to the copyright registrations set forth on Schedule 2 hereto.

3. Security for Obligations. This IP Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. Recordation. Grantor authorizes 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 IP Security Agreement upon request by the Collateral Agent.

5. Financing Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated herein by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Financing Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Authorization to Supplement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to file a supplemental Intellectual Property Security Agreement with terms identical to this IP Security Agreement and schedules listing any future United States registered intellectual property or applications therefor of Grantor. Notwithstanding the foregoing, no failure to file such supplemental Intellectual Property Security Agreement shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral.

7. Execution in Counterparts. This IP Security Agreement 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 IP Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

8. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Governing Law. This IP Security Agreement 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 IP Security Agreement and the transactions contemplated hereby and thereby 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).

10. Release. Upon the consummation of any disposition of IP Collateral to any third party pursuant to a transaction permitted by the terms of the Financing Agreement and receipt by Agent of the proceeds thereof to the extent required pursuant to the terms of the Financing Agreement, the security interest granted hereby in such IP Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting IP Collateral) and Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations in accordance with the provisions of the Financing Agreement and the expiration or termination of the commitments, upon any Borrower's request, Agent will promptly authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary, at the Borrower's expense, to evidence or effect such termination of the security interests as may be reasonably requested by grantors to evidence such termination and release.

[SIGNATURE PAGE FOLLOWS]

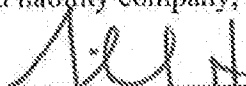
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GC SERVICES LIMITED PARTNERSHIP, a
Delaware limited partnership

By: ORG GC GP Buyer, LLC, a Delaware
limited liability company, its general partner

By:


Name: Michael Jones
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

COLLATERAL AGENT:

BSP AGENCY, LLC


By:  _____

Name: Mike Frick

Title: Authorized Signer

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GC Services	US	2959131	June 7, 2005
Quality First	US	3064779	March 7, 2006
	US	2954357	May 24, 2005

SCHEDULE 2
COPYRIGHTS

Copyright Registrations

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