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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM708762

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS (REEL/FRAME 6083/0207)

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		02/15/2022	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	FCI FEDERAL, LLC	
Street Address:	20135 Lakeview Ctr Plz, Ste 300	
City:	Ashburn	
State/Country:	VIRGINIA	
Postal Code:	20147	
Entity Type:	Limited Liability Company: VIRGINIA	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87297494	PROCEED
Serial Number:	87297486	FCI FEDERAL
Serial Number:	87304532	TEAM FCI FEDERAL

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

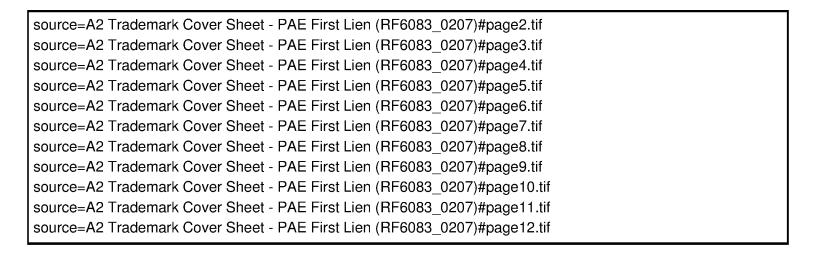
Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1599100 TM A2
NAME OF SUBMITTER:	Tarangana Thapa
SIGNATURE:	/Tarangana Thapa/
DATE SIGNED:	02/16/2022

Total Attachments: 11



### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 15, 2022 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as collateral agent for the benefit of the Secured Creditors as defined in the Security Agreement referenced below (the "Secured Creditors") (in such capacity, the "Collateral Agent"), in favor of each grantor party identified on the applicable signature pages hereto (each, a "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of October 20, 2016, by and among the Collateral Agent, the Grantors and the other grantors party thereto from time to time (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), each Grantor granted to the Collateral Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, PAE National Security Solutions LLC (formerly known as A-T Solutions, Inc.), DynCorp LLC (formerly known as DynCorp), PAE Aviation and Technical Services LLC, Pacific Architects and Engineers, LLC (formerly known as Pacific Architects and Engineers Incorporated) and PAE Professional Services LLC (formerly known as PAE Professional Services, Inc.) executed and delivered a First Lien Trademark Security Agreement, dated as of October 20, 2016 (the "2016 Trademark Security Agreement"), FCI Federal, LLC executed and delivered a First Lien Trademark Security Agreement, dated as June 12, 2017 (the "2017 Trademark Security Agreement") and TATE, Incorporated, CENTRA Technology, Inc. and Delta Bridge, Inc. executed and delivered a First Lien Trademark Security Agreement, dated as May 24, 2021 (the "2021 Trademark Security Agreement" and, together with the 2016 Trademark Security Agreement and the 2017 Trademark Security Agreement, the "Trademark Security Agreements"), for recordation with the United States Patent and Trademark Office; and

WHEREAS, the 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2016 at Reel/Frame 5906/0251, the 2017 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 13, 2017 at Reel/Frame 6083/0207 and the 2021 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 24, 2021 at Reel/Frame 7304/0409;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
- 2. Release. The Collateral Agent, on behalf of itself, the Secured Creditors and their respective successors and assigns, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its and their security interest in and to the Collateral described in Section 2 of each of the Trademark Security Agreements (the "Trademark Collateral"), including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Collateral Agent, on behalf of itself, the Secured Creditors and their respective successors and assigns, has acquired any right, title or interest in or to the Trademark Collateral under the Security Agreement or the Trademark Security Agreements, such right, title or interest shall hereby cease and become void.
- 3. <u>Termination</u>. The Collateral Agent, on behalf of itself, the Secured Creditors and their respective successors and assigns, hereby acknowledges that, pursuant to Section 10.8 of the Security Agreement, the

Security Agreement shall automatically terminate on the Termination Date and hereby terminates and cancels, without representation or warranty of any kind, the Trademark Security Agreements.

- 4. <u>Further Assurances</u>. The Collateral Agent hereby authorizes each Grantor or such Grantor's authorized representative to record this Release with the United States Patent and Trademark Office. The Collateral Agent further agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A.**, as Collateral Agent

Title: Vice President

**REEL: 007635 FRAME: 0992** 

# **GRANTORS:**

Ву:				
Name: Ma Title: Tre	rk Monroe easurer	*		
DELTA E	BRIDGE, I	INC.		
Bv∙				
Name: Ma	ırk Monroc	······································		
Title: Tre				
DYNCOR				
(f/k/a DY)	NCORP)			
By:			S	
Name: Ma	ırk Monroe			
Title: Tre				
FCI FED	ERAL, LI	LC		
Ву:				
Name: Ste	phanie Fir	ın —		
Title: Sec	cretary			
DA CIEIC	ADCITIO	TOTO	AND ENG	<b>~ 1                                   </b>
PACIFIC LLC	ARCHIT	EC15	AND EN	JUNEEL
•	CIFIC AR			D
ENGINE	ERS INCO	ORPOR	ATED)	
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By:	
Name	: Mark Monroe
Title:	Treasurer
DEL'	ГА BRIDGE, INC.
	: Mark Monroe
Title:	Treasurer
	CORP LLC
(f/k/a	DYNCORP)
By:	
	: Mark Monroe
Title:	Treasurer
FCI I	FEDERAL, LLC
	<b>4</b> .
By:	9 m
	: Stephanie Finn
Title:	Secretary
LLC	FIC ARCHITECTS AND ENGINEER
•	PACIFIC ARCHITECTS AND INEERS INCORPORATED)

**GRANTORS:** 

# PAE AVIATION AND TECHNICAL SERVICES LLC

By:\_\_\_\_\_\_Name: Mark Monroe

Title: Treasurer

PAE NATIONAL SECURITY SOLUTIONS

(f/k/a A-T SOLUTIONS, INC.)

By:\_\_\_\_\_\_\_Name: Mark Monroe

Title: Treasurer

TATE, INCORPORATED

By:\_\_\_\_\_\_ Name: Mark-Monroe

Title: Treasurer

[Signature Page to First Lien Trademark Release]

**RECORDED: 02/16/2022**