

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM782706

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IAP WORLDWIDE SERVICES, INC.		01/24/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5101112	IAP
Registration Number:	5096280	IAP
Registration Number:	5096279	IAP
Registration Number:	5004426	IAP
Registration Number:	5096278	IAP
Registration Number:	5096277	IAP
Registration Number:	5101111	IAP
Registration Number:	5101109	IAP
Registration Number:	5078810	IAP
Registration Number:	5096288	IAP
Registration Number:	5096274	IAP
Registration Number:	5078809	IAP
Registration Number:	5096275	IAP
Registration Number:	4989895	IAP
Registration Number:	5096276	IAP
Registration Number:	5101108	IAP
Registration Number:	5096282	INGENUITY AND PURPOSE
Registration Number:	5101113	INGENUITY AND PURPOSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5096281	INGENUITY AND PURPOSE
Registration Number:	5101114	INGENUITY AND PURPOSE
Registration Number:	5101115	INGENUITY AND PURPOSE
Registration Number:	5078812	INGENUITY AND PURPOSE
Registration Number:	4989896	INGENUITY AND PURPOSE
Registration Number:	5078811	INGENUITY AND PURPOSE

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.

Email: laura.o'brien@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	216533.00001
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	01/26/2023

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, IAP WORLDWIDE SERVICES, INC., a Delaware corporation (the "Grantor"), with principal offices at 7315 N. Atlantic Ave., Cape Canaveral, Florida 32920, hereby grants to CORTLAND CAPITAL MARKET SERVICES LLC, as collateral agent, with principal offices at 225 W. Washington Street, 9th Floor, Chicago, Illinois 60606 (the "Grantee"), a continuing security interest in, and assigns to the Grantee as collateral security, all of the following (collectively, the "Trademark Collateral"): (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any "intent-to-use" application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C, § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto; provided, that, upon such filing, the Trademark Collateral shall include, and the security interests granted hereunder shall attach to, such intent-to-use application.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the satisfactory performance and payment of all

the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement (Second Lien) among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant shall be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws principles.

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IN WITNESS WHEREOF, the undersigned have executed the Grant as of the 24th day of January, 2023.

IAP WORLDWIDE SERVICES, INC., as Grantor

By: 
Name: Terrence DeRosa
Title: Chief Executive Officer

STATE OF FLORIDA)

COUNTY OF BREVARD)

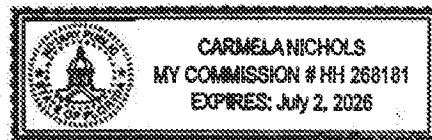
On this 24th day of January, 2023, before me personally came Terrence DeRosa who, being by me duly sworn, did state as follows: that he is the Chief Executive Officer of IAP Worldwide Services, Inc, that he is authorized to execute the foregoing Grant on behalf of said Grantor and that he did so by authority of the Board of Directors of said Grantor.


Carmela D. Nichols, Notary Public
My Commission Expires: 7/2/2026

Personally known

OR, Produced identification

Type of Identification produced: _____



Schedule A

Mark	Serial No.	Filing Date	Registration No.	Registration Date
IAP	86/594,290	10 Apr-2015	5,101,112	13-Dec-2016
IAP	86/594,288	10 Apr-2015	5,096,280	06-Dec-2016
IAP	86/594,283	10 Apr-2015	5,096,279	06-Dec-2016
IAP	86/594,280	10 Apr-2015	5,004,426	19-Jul-2016
IAP	86/594,277	10 Apr-2015	5,096,278	06-Dec-2016
IAP	86/594,275	10 Apr-2015	5,096,277	06-Dec-2016
IAP	86/594,273	10 Apr-2015	5,101,111	13-Dec-2016
IAP	86/594,266	10 Apr-2015	5,101,109	13-Dec-2016
IAP (stylized)	86/594,257	10 Apr-2015	5,078,810	08-Nov-2016
IAP (stylized)	86/595,876	13-Apr-2015	5,096,288	06-Dec-2016
IAP (stylized)	86/594,245	10-Apr-2015	5,096,274	06-Dec-2016
IAP (stylized)	86/594,247	10-Apr-2015	5,078,809	08-Nov-2016
IAP (stylized)	86/594,249	10-Apr-2015	5,096,275	6-Dec-2016
IAP (stylized)	86/594,251	10-Apr-2015	4,989,895	28-Jun-2016
IAP (stylized)	86/594,258	10-Apr-2015	5,096,276	6-Dec-2016
IAP (stylized)	86/594,261	10-Apr-2015	5,101,108	13-Dec-2016
INGENUITY AND PURPOSE	86/594,303	10-Apr-2015	5,096,282	06-Dec-2016
INGENUITY AND PURPOSE	86/594,291	10-Apr-2015	5,101,113	13-Dec-2016
INGENUITY AND PURPOSE	86/594,294	10-Apr-2015	5,096,281	6-Dec-2016
INGENUITY AND PURPOSE	86/594,308	10-Apr-2015	5,101,114	13-Dec-2016
INGENUITY AND PURPOSE	86/594,309	10-Apr-2015	5,101,115	13-Dec-2016
INGENUITY AND PURPOSE	86/594,306	10-Apr-2015	5,078,812	08-Nov-2016
INGENUITY AND PURPOSE	86/594,304	10-Apr-2015	4,989,896	28-Jun-2016
INGENUITY AND PURPOSE	86/594,299	10-Apr-2015	5,078,811	08-Nov-2016