

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		06/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.		
Street Address:	2187 Atlantic Street		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
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	

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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: 2127352000

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: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	077370/40
NAME OF SUBMITTER:	Kendall Ickes
SIGNATURE:	/kendall ickes/
DATE SIGNED:	06/29/2023

Total Attachments: 5

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**TRADEMARK SECURITY INTEREST
ASSIGNMENT AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of June 26, 2023, by and between CORTLAND CAPITAL MARKET SERVICES LLC, as the resigning collateral agent (in such capacity, "Assignor") and BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Second Lien Term Loan Credit Agreement, dated as of July 18, 2014, by and among IAP Global Services, LLC, a Delaware limited liability company, IAP Worldwide Services, Inc., a Delaware corporation ("Grantor"), the lenders party thereto and Assignor (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), Assignor and Grantor entered into certain Credit Documents (as defined therein), including that certain Grant of Security Interest in United States Trademarks, dated as of January 24, 2023, by and between Grantor and Assignor (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted to Assignor a continuing security interest in, and assigned to Assignor as collateral security, all of the Grantor's rights, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including those United States trademarks set forth on Schedule I attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 26, 2023 at Reel 7953 / Frame 0696;

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, dated as of May 15, 2023 (the "Resignation and Appointment"), among Assignor, Assignee, and the lenders party thereto, Assignor (a) resigned as Administrative Agent and Collateral Agent and relinquished its respective rights, powers, obligations, duties and privileges as Administrative Agent and Collateral Agent under the Credit Documents (subject to the terms of the Resignation and Appointment) and (b) granted, assigned, transferred and conveyed to Assignee, for its and the Secured Creditors' benefit, all Assigned Security Interests (as defined in the Resignation and Appointment), including the security interest in the Trademark Collateral granted to Assignor by Grantor pursuant to the Trademark Security Agreement; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment of the Assigned Security Interests, including the security interest in the Trademark Collateral granted to Assignor by Grantor pursuant to the Trademark Security Agreement.

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

1. Terms. Capitalized terms used but not otherwise defined herein shall have the meaning set forth for such term in the Credit Agreement, unless expressly stated otherwise herein.

2. Assignment. Subject to, and in accordance with, the Resignation and Appointment, and effective as of the date thereof, Assignor hereby grants, assigns, transfers and conveys to Assignee, for its and the Secured Creditors' benefit, without recourse, warranty or representation, express or implied, statutory or otherwise, to the extent provided to Assignee under the Credit Documents, and Assignee hereby accepts such grant, assignment, transfer and conveyance from the Assignee, all of its rights, title and interests as the Collateral Agent in, to and under the Assigned Security Interests, including the security interest in the Trademark Collateral granted to Assignor by Grantor pursuant to the Trademark Security Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

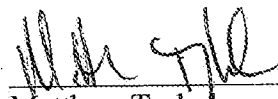
4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the resigning Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

ASSIGNEE:

BLACK DIAMOND COMMERCIAL FINANCE,
L.L.C., as the successor Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Interest Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

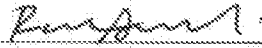
ASSIGNOR:

CORTLAND CAPITAL MARKET SERVICES
LLC, as the resigning Collateral Agent

By: _____
Name: _____
Title: _____

ASSIGNEE:

BLACK DIAMOND COMMERCIAL FINANCE,
L.L.C., as the successor Collateral Agent

By: 
Name: Raymond Szymanski
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

Trademark Registrations and Applications

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