

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820903

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: 5			
Property Type	Number	Word Mark	
Registration Number:	4314946	IAP	
Registration Number:	4153213	IAP WORLDWIDE SERVICES	
Serial Number:	85429270	IAP	
Serial Number:	86108645	PAN AM PAN AM WORLD SERVICES	
Serial Number:	86108646	PAN AM WORLD SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	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/		

CH \$140.00 4314946

DATE SIGNED:	06/29/2023
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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 (Second Lien), dated as of July 10, 2014, 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 July 18, 2014 at Reel 5325/ Frame 0607;

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: Matthew Trybula
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.

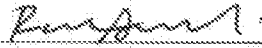
ASSIGNOR:

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	85978642	September 22, 2011	4314946	April 2, 2013
IAP Worldwide Services	85409862	August 29, 2011	4153213	June 5, 2012
IAP (stylized/design)	85429270	April 10, 2012		
Pan Am World Services (stylized design)	86108645	November 2, 2013		
Pan Am World Services	86108646	November 2, 2013		