

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316148

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|---|---------------------------------|-------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC | | 05/30/2014 | Public Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation | | |
| Street Address: | 245 Park Avenue, 44th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85862933 | GHS INTERACTIVE SECURITY, LLC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |
| <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> | | | |
| Email: | dcassinelli@proskauer.com | | |
| Correspondent Name: | Diane Cassinelli | | |
| Address Line 1: | c/o Proskauer Rose LLP | | |
| Address Line 2: | One International Place | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 15431/042 | | |
| NAME OF SUBMITTER: | Diane Cassinelli | | |
| SIGNATURE: | /Diane Cassinelli/ | | |
| DATE SIGNED: | 09/05/2014 | | |
| Total Attachments: 4 | | | |
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CH \$40.00 85862933

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL
UNDER THE TRADEMARK SECURITY AGREEMENT

ASSIGNMENT dated as of May 30, 2014, from BARCLAYS BANK PLC, as Administrative Agent for the Secured Parties (in such capacity as Administrative Agent, the "Existing Agent"), to ARES CAPITAL CORPORATION, as the successor Administrative Agent for the Secured Parties effective as of the date hereof (together with its successors and assigns, the "Successor Agent"). All terms capitalized but not otherwise defined herein shall have the same meanings as in Pledge and Security Agreement (as such term is defined in the Trademark Security Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 3, 2013 by GHS INTERACTIVE SECURITY, LLC (the "Grantor") in favor of Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on May 6, 2013 at Reel 005021, Frame 0764 (the "Trademark Security Agreement"), the Grantor granted a security interest to the Existing Agent in certain Trademark Collateral, including the U.S. trademarks set forth on Schedule A hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Administrative Agent under the Pledge and Security Agreement and the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.

2. Further Assurances. Subject to the terms of that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of May __, 2014, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

BARCLAYS BANK PLC,
as Existing Agent

By: 

Name:

Title:


Ronnie Glenn
Vice President

[Trademark Assignment]

Acknowledged:

ARES CAPITAL CORPORATION,
as Successor Agent

By:


Name: Ian Fitzgerald
Title: Authorized Signatory

[Trademark Assignment]

SCHEDULE A

U.S. Trademarks

| Trademark | Status | Owner of Record |
|---|---|-------------------------------|
| 1. GHS Interactive Security, LLC (stylized) | REGISTERED SN. No.: 85862933 FD: 2/28/2013 Reg #: -- RD: -- | GHS Interactive Security, LLC |