

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679462

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC BANK, NATIONAL ASSOCIATION		10/01/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GP STRATEGIES CORPORATION		
<b>Street Address:</b>	70 Corporate Center		
<b>Internal Address:</b>	11000 Broken Land Parkway, Suite 200		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21044		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5379231	ETAPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	10/07/2021		
<b>Total Attachments: 4</b>			
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source=RELEASE OF SECURITY INTEREST IN PATENTS TRADEMARKS AND COPYRIGHTS#page5.tif			
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## RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This **RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS** (this “**Release**”), dated as of 10/1, 2021, is by and between (a) **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, “**Administrative Agent**”) for itself and the other Lenders (as defined below) under the Credit Agreement (as defined below) and for any other Secured Party (as defined in the IP Security Agreement, as defined below), and (b) **GP STRATEGIES CORPORATION**, a Delaware corporation (the “**Grantor**”);

WHEREAS, reference is made to (i) that certain Credit Agreement, dated as of November 30, 2018 (as amended, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”; capitalized terms used herein but not defined shall have the definitions used in the Credit Agreement), by and among the Grantor, General Physics (UK) Ltd., a company organized and existing under the law of England and Wales with company number 03424328 (“**General Physics UK**”), GP Strategies Holdings Limited, a company organized and existing under the law of England and Wales with company number 06340333 (“**GP Holdings UK**”), GP Strategies Limited, a company organized and existing under the law of England and Wales with company number 08003789 (“**GP Strategies Limited**”), GP Strategies Training Limited, a company organized and existing under the law of England and Wales with company number 08003851 (“**GP Strategies Training UK**”; together with the Grantor, General Physics UK, GP Holdings UK, GP Strategies Limited, and TTI (as defined below), each a “**Borrower**” and collectively, the “**Borrowers**”), the financial institutions party thereto as lenders from time to time (the “**Lenders**”), and the Administrative Agent, as supplemented by that certain Borrower Joinder and Assumption Agreement, dated as of May 20, 2019 (the “**Joinder**”), by TTI Global, Inc., a Michigan corporation (“**TTI**”) and (ii) that certain Security Agreement, dated as of November 30, 2018, by and among the Grantor and each other loan party that becomes a debtor thereunder from time to time and the Administrative Agent, as supplemented by the Joinder (as further amended, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for itself and the other Lenders under the Credit Agreement a security interest in, among other things, the patent applications, patents, patent licenses, trademark applications, trademarks, trademark licenses, copyright applications, copyrights and copyright licenses listed on Schedule A attached hereto (collectively, the “**Released Patents, Trademarks and Copyrights**”) to secure the Secured Obligations (as defined therein);

WHEREAS, pursuant to the terms of that certain Patent, Trademark and Copyright Security Agreement, dated as of November 30, 2018, by and among the Grantor, each of the other loan parties that becomes a pledgor thereunder from time to time, and the Administrative Agent for itself and the other Lenders under the Credit Agreement and for any other Secured Party (as defined therein) (as amended, modified, supplemented or restated and in effect from time to time, the “**IP Security Agreement**”), the Grantor has granted and conveyed to the Administrative Agent a security interest in the entire right, title, and interest of Grantor in and to, among other things, the Released Patents, Trademarks and Copyrights to secure the full payment and performance of all Secured Obligations (as defined therein);

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office on December 3, 2018 at Reel 047648 Frame 0638 with respect to the patents;

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office on December 2, 2018 at 6492 Frame 0522 with respect to the trademarks;

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Copyright Office on December 4, 2018 at V9967D298;

WHEREAS, the Grantor has requested that the Administrative Agent release its security interest in the Released Patents, Trademarks and Copyrights; and

WHEREAS, the Administrative Agent, for itself and the other Lenders under the Credit Agreement, has agreed to release its security interest in the Released Patents, Trademarks and Copyrights.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

The Administrative Agent hereby:

1. fully and unconditionally releases, discharges, terminates and cancels all security interests in the entire right, title and interest of the Administrative Agent arising under the Security Agreement and the IP Security Agreement solely in (a) the Released Patents, Trademarks and Copyrights, and (b) all proceeds of the Released Patents, Trademarks and Copyrights (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the Released Patents, Trademarks and Copyrights relate;

2. to the extent that the Administrative Agent has acquired any right, title or interest in or to the Released Patents, Trademarks and Copyrights under the Security Agreement or the IP Security Agreement, re-transfers, re-conveys and re-assigns all such right, title or interest to the Grantor;

3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given;

4. authorizes and requests that the United States Copyright Office note and record the existence of the release hereby given; and

5. agrees to duly execute and deliver to the Grantor any further documents, and to do such other acts that the Grantor (or its respective agents or designees) reasonably request, at the Borrowers' cost and expense, in order to confirm the release hereby given and Grantor's right, title and interest in the Released Patents, Trademarks and Copyrights

For the avoidance of doubt, nothing herein shall release or reassign any liens, security interest, right, title or interest of the Administrative Agent under the Security Agreement and the IP Security Agreement except as specifically set forth above.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Patents, Trademarks and Copyrights to be executed as of the date first set forth above.

**ADMINISTRATIVE AGENT:**

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: 

Name: JOHN E. HEHIR

Title: SENIOR VICE PRESIDENT

SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

1. Registered Patents:

Jurisdiction	Title	Patent No.	Issue Date	Filing Date	Inventor(s)	Assignee
United States	AUTOMATIC MACHINERY FAULT DIAGNOSTIC METHOD AND APPARATUS	7089154	Aug. 8, 2006	Oct. 19, 2001	Soren A. Rasmussen, Ole Dossing	GP Rovsing Dynamics APS

2. Registered Trademarks:

Jurisdiction	Trademark	Reg. No.	Reg. Date	Owner	Int. Class(es)
United States	ETAPRO	5379231	Jan. 16, 2018,	GP Strategies Corporation	9, 42
WIPO (extensions to UK and EU)	ETAPRO	1391266	Dec. 17, 2013,	GP Strategies Corporation	9. 42

3. Registered Copyrights:

Jurisdiction	Title	Reg. No.	Reg. Date	Owner
United States	EtaPRO Performance & Condition Monitoring System	TX 8-406-247	Sept. 20, 2017,	GP Strategies Corporation

4. Unregistered

Trademarks

- PREDICTOR
- ARCHIVE
- APR
- VIRTUAL PLANT
- AUTODIAGNOSIS

Categories of Copyrights

- EtaPRO Suite software  
(EtaPRO ARCHIVE, EtaPRO APR, EtaPRO PREDICTOR, and EtaPRO VIRTUALPLANT)