

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5926709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PNC BANK, NATIONAL ASSOCIATION	01/01/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GP STRATEGIES CORPORATION
<b>Street Address:</b>	500 CREEKSIDE DRIVE #513
<b>City:</b>	POTTSTOWN
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19464
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10065850
Patent Number:	9695983
Patent Number:	9663345
Patent Number:	9316215
Patent Number:	9267645
Patent Number:	9163785
Patent Number:	9052065
Patent Number:	10371319
Application Number:	16055329
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)864-8999
<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>	2158648407
<b>Email:</b>	riordana@ballardspahr.com
<b>Correspondent Name:</b>	BALLARD SPAHR LLP
<b>Address Line 1:</b>	1735 MARKET STREET
<b>Address Line 2:</b>	ATTN: SANDRA M. WINTNER
<b>Address Line 4:</b>	PHILADELPHA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	00302126
<b>NAME OF SUBMITTER:</b>	SANDRA M. WINTNER

PATENT

<b>SIGNATURE:</b>	/SANDRA M. WINTNER/
<b>DATE SIGNED:</b>	01/23/2020
<b>Total Attachments: 4</b> source=GP_Strategies_Release_of_Security_Interest_in_Patents#page1.tif source=GP_Strategies_Release_of_Security_Interest_in_Patents#page2.tif source=GP_Strategies_Release_of_Security_Interest_in_Patents#page3.tif source=GP_Strategies_Release_of_Security_Interest_in_Patents#page4.tif	

## RELEASE OF SECURITY INTEREST IN PATENTS

This **RELEASE OF SECURITY INTEREST IN PATENTS** (this “**Release**”), dated as of January 1, 2020, is by and between, (a) **PNC BANK, NATIONAL 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, GP Strategies Training UK and TTI (as defined below), each a “**Borrower**” and collectively, the “**Borrowers**”), GP Canada Holdings Corporation, a Delaware corporation (the “**Guarantor**”; together with the Borrowers, each a “**Loan Party**” and collectively, the “**Loan Parties**”), 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, the Guarantor and each other 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 and patent licenses listed on Schedule A attached hereto (collectively, the “**Patents**”) 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 (as amended, modified, supplemented or restated and in effect from time to time, the “**IP Security Agreement**”), by and among the Grantor, each other party 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, the Grantor has granted to the Administrative Agent a security interest in, among other things, the Patents to secure the 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;

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

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

1. fully and unconditionally releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of the Administrative Agent pursuant to the Security Agreement and the IP Security Agreement solely in (a) the Patents, including, without limitation, (i) all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the Patents, (ii) any and all claims for damages by way of past, present and future infringement of any of the Patents or any of the items listed in (i) above, including the right to sue for and collect damages for such causes of action related to any of the foregoing, and (iii) any additional rights associated with the Patents or any of the foregoing, without recourse or representation or warranty, express or implied, of any kind and (b) (i) all right, title and interest in the Patents, and (ii) all causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under the Patents including, without limitation, all rights to sue, to countersue and to pursue damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and

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

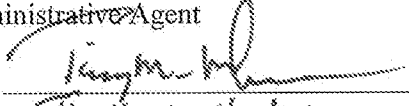
For the avoidance of doubt, nothing herein shall release or reassign any liens, security interest, right, title or interest of the Administrative Agent under the Security Agreement and the IP Security Agreement except as specifically set forth above.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Patents to be executed as of January 1, 2020.

**ADMINISTRATIVE AGENT:**

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: 

Name: Timothy W. Maylor

Title: SENIOR VICE PRESIDENT

SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN PATENTS

(PATENTS TO BE RELEASED)

1. Registered Patents:

<u>Registered Owner</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Expiration Date</u>
GP Strategies Corporation	Utility	10,065,850	August 6, 2032
GP Strategies Corporation	Utility	9,695,983	April 1, 2034
GP Strategies Corporation	Utility	9,663,345	August 1, 2032
GP Strategies Corporation	Utility	9,316,215	June 30, 2032
GP Strategies Corporation	Utility	9,267,645	June 17, 2032
GP Strategies Corporation	Utility	9,163,785	October 14, 2033
GP Strategies Corporation	Utility	9,052,065	June 1, 2033
GP Strategies Corporation	Utility	10,371,319	

2. Patent Applications:

<u>Registered Owner</u>	<u>Patent</u>	<u>Application Number</u>	<u>Date Filed</u>
GP Strategies Corporation	Non-provisional/Utility	16/055,329	8/6/2018