

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G-A-I Consultants, Inc.		10/07/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 E. Lancaster Avenue		
Internal Address:	Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5358753	EXPERIENCED PEOPLE. OPEN MINDS. FRESH ID	
Registration Number:	5426184	GAI	
Registration Number:	5426183	GAI CONSULTANTS	
Registration Number:	3019935	TRANSFORMING IDEAS INTO REALITY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.222		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	10/07/2022		

OP \$115.00 5358753

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of LBC Credit Agency Services, LLC, in its capacity as Agent under the Credit Agreement described below ("Agent").

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement, dated as of October 7, 2022, among the Borrowers, the other Credit Parties party thereto, Agent and Lenders (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to Borrowers;

WHEREAS, each Grantor has agreed, pursuant to that certain Security Agreement, dated as of October 7, 2022, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and each Lender to enter into the Credit Agreement and make extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent and each Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent, and grants to Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding any Excluded Property of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder.

Section 5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

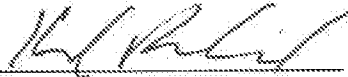
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

G-A-I CONSULTANTS, INC., a Pennsylvania corporation, as Grantor


By: 

Name: Karl Palvisak

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

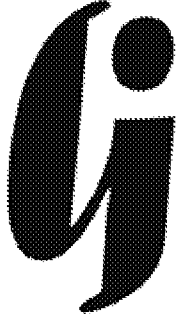
LBC CREDIT AGENCY SERVICES,
LLC, as Agent

By: 
Name: David E. Frelmow
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
EXPERIENCED PEOPLE. OPEN MINDS. FRESH IDEAS.	87408626	5358753	12/19/17
GAI (Stylized) 	87408605	5426184	03/20/18
GAI CONSULTANTS	87408539	5426183	03/20/18
TRANSFORMING IDEAS INTO REALITY	78398435	3019935	11/29/05

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

None.