OP \$590.00 2680917

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM393395

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------|
| CREDIT SUISSE AG, AS COLLATERAL AGENT | | 08/01/2016 | BANK: SWITZERLAND |

RECEIVING PARTY DATA

| Name: | ALLIEDBARTON SECURITY SERVICES LLC |
|-----------------|-------------------------------------|
| Street Address: | 161 WASHINGTON ST., SUITE 600 |
| City: | CONSHOHOCKEN |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19428 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 2680917 | ALLIED SECURITY |
| Registration Number: | 2683440 | ALLIED S E C U R I T Y QUALITY PEOPLE QU |
| Registration Number: | 3144421 | ALLIEDBARTON |
| Registration Number: | 3144420 | ALLIEDBARTON |
| Registration Number: | 3830231 | ALLIEDBARTON AMBASSADOR |
| Registration Number: | 3728360 | ALLIEDBARTON EDGE |
| Registration Number: | 3751627 | ALLIEDBARTON EDGE EDUCATE DEVELOP GROW E |
| Registration Number: | 3152959 | ALLIEDBARTON SECURITY SERVICES |
| Registration Number: | 3223891 | ALLIEDBARTON SECURITY SERVICES |
| Registration Number: | 2860459 | AMERISEC |
| Registration Number: | 1287491 | BARTON |
| Registration Number: | 1295160 | BARTON PROTECTIVE SERVICES INC. |
| Registration Number: | 3722330 | EDGE |
| Registration Number: | 3050223 | INTELLIGENCE WITH DILIGENCE |
| Registration Number: | 3618828 | LOCAL RESPONSE NATIONAL SUPPORT |
| Registration Number: | 3264471 | SYSTEMSWATCH |
| Registration Number: | 2769097 | VANELLA |
| Registration Number: | 2769099 | VANELLA INFORM:EMPOWER:EMPLOY |
| Registration Number: | 2331767 | STAT AMERICA |
| | | TRADEMARK |

900373209 REEL: 005844 FRAME: 0874

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4071998 | THE MOST HONORED SECURITY OFFICER SERVIC |
| Registration Number: | 4064791 | SECURE THE BEST |
| Registration Number: | 4271334 | ALLIEDBARTON |
| Registration Number: | 4385210 | HIRE OUR HEROES |

CORRESPONDENCE DATA

Fax Number: 8668265420

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.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

| ATTORNEY DOCKET NUMBER: | crs1-41314 |
|-------------------------|----------------------|
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| SIGNATURE: | /pja/ |
| DATE SIGNED: | 08/01/2016 |

Total Attachments: 5 source=41314#page1.tif source=41314#page2.tif source=41314#page3.tif source=41314#page4.tif source=41314#page5.tif

> TRADEMARK REEL: 005844 FRAME: 0875

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of August 1, 2016 (this "Termination and Release"), by Credit Suisse AG, as collateral agent (in such capacity, the "Agent"), in favor of AlliedBarton Security Services LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Intellectual Property Security Agreement, as applicable, referred to below.

- A. Reference is made to (i) the Second Lien Credit Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Allied Security Holdings LLC, a Delaware limited liability company (the "Borrower"), AB Capital Holdings LLC, a Delaware limited liability company, AB Intermediate Holdings, Inc., a Delaware corporation, the guarantors from time to time party thereto, the lenders from time to time party thereto and Credit Suisse AG, as the Administrative Agent and the Collateral Agent, (ii) the Second Lien Intellectual Property Security Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), among the Borrower, the subsidiaries of the Borrower from time to time party thereto and the Agent, and (iii) the Second Lien Trademark Short-Form Security Agreement dated as of February 14, 2014 (the "Trademark Security Agreement"), made by the Grantor in favor of the Agent (such documents set forth in clauses (ii) and (iii), the "Security Agreements").
- B. Pursuant to the Security Agreements, as security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor assigned and pledged to the Agent, its successors and assigns, for the benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future may acquire any right, title or interest, in each case arising under the laws of the United States (collectively, the "*Trademark Collateral*"):
- (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto;
 - (b) all goodwill associated with or symbolized by the foregoing; and

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- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.
- C. The Trademark Security Agreement and foregoing security interest was recorded with the United States Patent & Trademark Office on June 11, 2014 at Reel/Frame 5300/0641.
- D. The Borrower has informed the Agent that, in connection with the Payoff Letter dated as of July 29, 2016 between the Borrower and the Agent, the Borrower requests the release of all right, title and interest of the Agent and the Secured Parties in, to and under the Trademark Collateral granted under the Security Agreements.

Accordingly, for good and valuable consideration, including the satisfaction of the Obligations secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, all of the Agent's right, title and interest (including, without limitation, security interests and liens) in, to and under the Trademarks Collateral shall hereby automatically terminate as provided in the Security Agreements, and the Agent hereby terminates, cancels, releases and discharges its security interests and liens in, to and under the Trademark Collateral and hereby retransfers, re-conveys and re-assigns all of the Agent's right, title and interest in, to and under the Trademark Collateral to the Grantor. This Termination and Release is made without representation by or recourse to the Agent or any other Secured Party.

The Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Termination and Release with the United States Patent and Trademark Office at the expense of the Grantor.

THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Agent,

Ву

Name: BALLODALY
Title: AUTHORIZED SIGNATORY

By

Name: Title:

Authorized Signatory

[Allied Barton - Trademark Release]

Schedule I

United States Trademarks and Trademark Applications

| Trademark | Record Owner | Reg. No. |
|---|------------------------------------|-----------|
| | | Reg. 110. |
| ALLIED SECURITY | AlliedBarton Security Services LLC | 2680917 |
| ALLIED SECURITY | | |
| QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY | AlliedBarton Security Services LLC | 2683440 |
| (Stylized) | | |
| ALLIEDBARTON | AlliedBarton Security Services LLC | 3144421 |
| ALLIEDBARTON | AlliedBarton Security Services LLC | 3144420 |
| (Stylized) | Ameabarton Security Services EEC | 3111120 |
| ALLIEDBARTON AMBASSADOR | AlliedBarton Security Services LLC | 3830231 |
| ALLIEDBARTON EDGE | AlliedBarton Security Services LLC | 3728360 |
| ALLIEDBARTON EDGE Educate Develop Grow Engage and Design | AlliedBarton Security Services LLC | 3751627 |
| ALLIEDBARTON SECURITY SERVICES | AlliedBarton Security Services LLC | 3152959 |
| ALLIEDBARTON SECURITY SERVICES | AlliedBarton Security Services LLC | 3223891 |
| (Stylized) | | |
| AMERISEC | AlliedBarton Security Services LLC | 2860459 |
| BARTON | AlliedBarton Security Services LLC | 1287491 |
| BARTON PROTECTIVE SERVICES, INC. | AlliedBarton Security Services LLC | 1295160 |
| EDGE | AlliedBarton Security Services LLC | 3722330 |

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TRADEMARK REEL: 005844 FRAME: 0879

| Trademark | Record Owner | Reg. No. |
|--|------------------------------------|----------|
| INTELLIGENCE WITH DILIGENCE | AlliedBarton Security Services LLC | 3050223 |
| LOCAL RESPONSE NATIONAL SUPPORT | AlliedBarton Security Services LLC | 3618828 |
| SYSTEMSWATCH | AlliedBarton Security Services LLC | 3264471 |
| VANELLA | AlliedBarton Security Services LLC | 2769097 |
| VANELLA INFORM: EMPOWER: EMPLOY and DESIGN | AlliedBarton Security Services LLC | 2769099 |
| STAT AMERICA (Stylized) | AlliedBarton Security Services LLC | 2331767 |
| THE MOST HONORED SECURITY OFFICER SERVICES COMPANY | AlliedBarton Security Services LLC | 4071998 |
| SECURE THE BEST | AlliedBarton Security Services LLC | 4064791 |
| ALLIEDBARTON | AlliedBarton Security Services LLC | 4271334 |
| HIRE OUR HEROES | AlliedBarton Security Services LLC | 4385210 |

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RECORDED: 08/01/2016

TRADEMARK REEL: 005844 FRAME: 0880