

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537067

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 4248 / Frame 0454)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/16/2019	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Casals & Associates, Inc.
Street Address:	1700 Old Meadow Road
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Corporation: VIRGINIA
Name:	Phoenix Consulting Group, LLC
Street Address:	1700 Old Meadow Road
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Limited Liability Company: ALABAMA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3707854	RESPONDANET
Registration Number:	2511666	PHOENIX CONSULTING GROUP, INC.
Registration Number:	2834887	COMPETITIVE ASSURANCE
Serial Number:	75864274	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/19/2019
Total Attachments: 6 source=Dyncorp (August 2019) - Trademark Release (2010) [Execution Version]#page1.tif source=Dyncorp (August 2019) - Trademark Release (2010) [Execution Version]#page2.tif source=Dyncorp (August 2019) - Trademark Release (2010) [Execution Version]#page3.tif source=Dyncorp (August 2019) - Trademark Release (2010) [Execution Version]#page4.tif source=Dyncorp (August 2019) - Trademark Release (2010) [Execution Version]#page5.tif source=Dyncorp (August 2019) - Trademark Release (2010) [Execution Version]#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 16, 2019

- Assignment
- Security Agreement
- Other Release (Reel 4248 / Frame 0454)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

- Name: _____
- Street Address: 1700 Old Meadow Road
McLean, VA 22102
- City: _____
- State: 2. Phoenix Consulting Group, LLC
- Country: _____
- Individual(s)
 - Association
 - Partnership
 - Limited Partnership
 - Corporation
 - Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 75864274

B. Trademark Registration No.(s) 3707854, 2511666, 2834887

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1649

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____


- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

August 16, 2019
Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 16, 2019 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of July 7, 2010, by and among the Agent, the Grantors and certain other parties thereto (as amended and restated by that certain Amended and Restated Security Agreement, dated as of June 15, 2016, as supplemented by that certain Supplement No. 1 to the Amended and Restated Security Agreement, dated as of August 26, 2016, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of July 7, 2010 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 27, 2010 at Reel/Frame 004248/0454.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all right, title and interest of the Grantors in, to and under the Trademarks, including the trademark registrations and applications set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent or any Secured Party has acquired any right, title or interest in and to the Trademarks under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors, as applicable.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

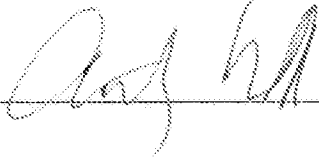
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

6. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Secured
Parties**

By: _____

Name:

Anthony W. Kell

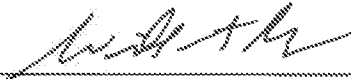
Title:

Vice President

Acknowledged and Agreed:


GRANTORS:

DYNCORP INTERNATIONAL LLC
PHOENIX CONSULTING GROUP, LLC

By: 

Name: William T. Kansky
Title: Senior Vice President and Chief Financial
Officer

CASALS & ASSOCIATES, INC.

By: 

Name: William T. Kansky
Title: Vice President, Chief Financial Officer and Treasurer

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006723 FRAME: 0031

Schedule I

Trademark Registrations:

Owner	Registration Number	Trademark
Casals & Associates, Inc.	3,707,854	Service mark "RESPONDANET"
Phoenix Consulting Group, LLC	2,511,666	United States Service Mark "Phoenix Consulting Group, Inc."
Phoenix Consulting Group, LLC	2,834,887	United States Trademark "Competitive Assurance"

Trademark Applications:

Owner	Application Number	Trademark
DynCorp International LLC	6,039,882	Remediation of Environmental Contaminants Using A Metal and A Sulfur-Containing Compound
Phoenix Consulting Group, LLC	75/864,274	Filed on December 6, 1999 was abandoned on September 10, 2001 because the mark was only used in conjunction with the word "phoenix" and therefore it deemed unnecessary to protect the design alone