

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547365

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|--------------------------------------|--|--------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Commercial Protective Services, Inc. | | 10/30/2019 | Corporation: CALIFORNIA |
| Garda CL Great Lakes, Inc. | | 10/30/2019 | Corporation: OHIO |
| Garda CL Technical Services, Inc. | | 10/30/2019 | Corporation: DELAWARE |
| Garda World Security Corporation | | 10/30/2019 | Corporation: CANADA |
| GW Consulting USA, Inc. | | 10/30/2019 | Corporation: DELAWARE |
| Primary Response Inc. | | 10/30/2019 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent | | |
| Street Address: | 4 Chase Metrotech Center | | |
| Internal Address: | MC NY1-C413 | | |
| City: | Brooklyn | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11245-0001 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3401163 | COMMERCIAL PROTECTIVE SERVICES | |
| Registration Number: | 3401164 | ECAMSECURE | |
| Registration Number: | 2701692 | CASHTRAK | |
| Registration Number: | 2096857 | UNITED ARMORED SERVICES | |
| Registration Number: | 2671415 | AT SYSTEMS | |
| Registration Number: | 2821984 | CASHLINK | |
| Registration Number: | 5698024 | CASHTRAK360° | |
| Registration Number: | 2957995 | EVEN XCHANGE | |
| Registration Number: | 3086071 | EVEN XCHANGE | |
| Registration Number: | 5800891 | MONEYTRAK | |
| Registration Number: | 5800892 | MONEYTRAK | |

OP \$465.00 3401163

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 5650086 | MONEYTRAK360 |
| Registration Number: | 4741815 | GARDA |
| Registration Number: | 3528195 | GARDAWORLD |
| Registration Number: | 3517096 | GW |
| Registration Number: | 1900999 | VANCE |
| Registration Number: | 4821011 | PRIMARY RESPONSE |
| Registration Number: | 4976266 | PRIMARY RESPONSE SECURITY & INVESTIGATIO |

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: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------|
| NAME OF SUBMITTER: | Doris Ka |
| SIGNATURE: | /Doris Ka/ |
| DATE SIGNED: | 10/31/2019 |

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2019 (this "Agreement"), by and among the entities listed on the signature pages hereto (each a "Grantor" and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of October 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GW B-CR SECURITY CORPORATION, a corporation organized under the federal laws of Canada (in such capacity, the "Initial Borrower"), GARDA WORLD SECURITY CORPORATION, a corporation organized under the federal laws of Canada ("New Garda" or the "Borrower") (with the Initial Borrower to survive as New Garda following its amalgamation on the Effective Date with Garda Amalco which will result from the amalgamation on the Effective Date of the Borrower, GW INTERMEDIATE HOLDCO CORPORATION and Garda World), the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of October 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Initial Borrower, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to and in accordance with the Collateral Agreement, did and hereby do grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); provided that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" in the United States Patent and Trademark Office with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

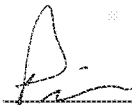
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

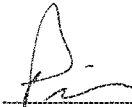
COMMERCIAL PROTECTIVE SERVICES, INC., as
Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer


ECAMSECURE, as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer


GARDA CL GREAT LAKES, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

GARDA CL TECHNICAL SERVICES, INC., as
Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer


GARDA WORLD SECURITY CORPORATION, as
Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

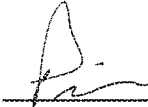
[Signature Page to Trademark Security Agreement]

TRADEMARK
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GW CONSULTING USA, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

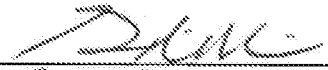
PRIMARY RESPONSE INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006783 FRAME: 0443

JPMORGAN CHASE BANK, N.A., as Collateral Agent

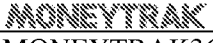
By: 
Name: Gene Rizzo de Jis
Title: Executive Director


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006783 FRAME: 0444

**Schedule I
to Trademark Security Agreement**

Trademark Registrations and Applications in the United States Patent and Trademark Office

| Registered Owner | Trademark | Registration or Application No. | Registration Date |
|--|---|--|--------------------------|
| Commercial Protective Services *Recordation by USPTO of assignment from Christopher Coffey to Commercial Protective Services, Inc. pending. | COMMERCIAL PROTECTIVE SERVICES | 3,401,163 | 2008-03-25 |
| eCAMSECURE *Recordation by USPTO of assignment from Christopher Coffey to Commercial Protective Services, Inc. pending | ECAMSECURE | 3,401,164 | 2008-03-25 |
| Garda CL Great Lakes, Inc. | CASHTRAK | 2,701,692 | 2003-04-01 |
| Garda CL Great Lakes, Inc. | UNITED ARMORED SERVICES | 2,096,857 | 1997-09-16 |
| Garda CL Technical Services, Inc. | AT SYSTEMS | 2,671,415 | 2003-01-07 |
| Garda CL Technical Services, Inc. | CASHLINK | 2,821,984 | 2004-03-16 |
| Garda CL Technical Services, Inc. | CASHTRAK360 ⁰ | 5,698,024 | 2019-03-12 |
| Garda CL Technical Services, Inc. | EVEN XCHANGE | 2,957,995 | 2005-05-31 |
| Garda CL Technical Services, Inc. | EVEN XCHANGE | 3,086,071 | 2006-04-25 |
| Garda CL Technical Services, Inc. | MONEYTRAK | 5,800,891 | 2019-07-09 |
| Garda CL Technical Services, Inc. | MONEYTRAK (Stylized  | 5,800,892 | 2019-07-09 |
| Garda CL Technical Services, Inc. | MONEYTRAK360 | 5,650,086 | 2019-01-08 |
| Garda World Security Corporation | GARDA | 4,741,815 | 2015-05-26 |
| Garda World Security Corporation | GARDAWORLD | 3,528,195 | 2008-11-04 |
| Garda World Security Corporation | GW | 3,517,096 | 2008-10-14 |
| GW Consulting USA, Inc. | VANCE | 1,900,999 | 1995-06-20 |
| Primary Response Inc. | PRIMARY RESPONSE | 4,821,011 | 2015-09-29 |

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|-----------------------|--|-----------|------------|
| Primary Response Inc. | PRIMARY RESPONSE SECURITY & INVESTIGATIONS P R TRUST SECURITY HONOUR  | 4,976,266 | 2016-06-14 |
|-----------------------|--|-----------|------------|