

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		10/14/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GP STRATEGIES CORPORATION		
Street Address:	70 Corporate Center, 11000 Broken Land Parkway		
Internal Address:	Suite 300		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21044		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5379231	ETAPRO	
Registration Number:	4790915	GP STRATEGIES	
Registration Number:	3251866	INFOMAESTRO	
Registration Number:	2887724	MISSION ANALYSIS	
Registration Number:	2819568	MISSION LEADERSHIP	
Registration Number:	2924047	ASPIRE	
Registration Number:	3753760	MCKINNEY ROGERS	
Registration Number:	3597009	INFOMAESTRO	
Registration Number:	2787297	PLANTMENTOR	
Registration Number:	2701832	PERFORMTECH	
Registration Number:	2348922	RWD PERFORMANCEVISION	
Registration Number:	2165101	RWD	
Registration Number:	2162473	RWD INFOVISION	
Registration Number:	2036889	RWD PROVISION	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-656-3381
Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 5000
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	WILLIAM L. BARTOW
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SIGNATURE:	/williamlbartow/
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DATE SIGNED:	11/18/2021
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Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This **RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS** (this “**Release**”), dated as of October 14, 2021, is by and between (a) **PNC BANK, NATIONAL ASSOCIATION**, a national banking 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, and TTI (as defined below), each a “**Borrower**” and collectively, the “**Borrowers**”), 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 and each other loan 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 the patent applications, patents, patent licenses, trademark applications, trademarks, trademark licenses, copyright applications, copyrights and copyright licenses listed on Schedule A attached hereto (collectively, the “**Released Patents, Trademarks and Copyrights**”) 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, by and among the Grantor, each of the other loan parties 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 (as defined therein) (as amended, modified, supplemented or restated and in effect from time to time, the “**IP Security Agreement**”), the Grantor has granted and conveyed to the Administrative Agent a security interest in the entire right, title, and interest of Grantor in and to, among other things, the Released Patents, Trademarks and Copyrights to secure the full payment and performance of all 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 with respect to the patents;

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office on December 2, 2018 at 6492 Frame 0522 with respect to the trademarks;

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Copyright Office on December 4, 2018 at V9967D298;

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

WHEREAS, the Administrative Agent, for itself and the other Lenders under the Credit Agreement, has agreed to release its security interest in the Released Patents, Trademarks and Copyrights.

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

The Administrative Agent hereby:

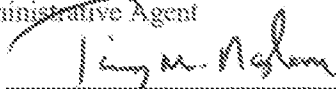
1. fully and unconditionally releases, discharges, terminates and cancels all security interests in the entire right, title and interest of the Administrative Agent arising under the Security Agreement and the IP Security Agreement in (a) the Released Patents, Trademarks and Copyrights, and (b) all proceeds of the Released Patents, Trademarks and Copyrights (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the Released Patents, Trademarks and Copyrights relate;
2. to the extent that the Administrative Agent has acquired any right, title or interest in or to the Released Patents, Trademarks and Copyrights under the Security Agreement or the IP Security Agreement, re-transfers, re-conveys and re-assigns all such right, title or interest to the Grantor;
3. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given;
4. authorizes and requests that the United States Copyright Office note and record the existence of the release hereby given; and
5. agrees to duly execute and deliver to the Grantor any further documents, and to do such other acts that the Grantor (or its respective agents or designees) reasonably request, at the Borrowers' cost and expense, in order to confirm the release hereby given and Grantor's right, title and interest in the Released Patents, Trademarks and Copyrights.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Patents, Trademarks and Copyrights to be executed as of the date first set forth above.

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Timothy M. Noyes
Title: VP

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

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

2. Patent Applications:

<u>Registered Owner</u>	<u>Patent</u>	<u>Application Number</u>	<u>Date Filed</u>
GP Strategies Corporation	Non-provisional/Utility	14/250,071	4/10/2014
GP Strategies Corporation	Non-provisional/Utility	14/714,814	5/18/2015
GP Strategies Corporation	Non-provisional/Utility	16/055,329	8/6/2018
GP Strategies Corporation	Provisional	61/418,679	12/1/2010
GP Strategies Corporation	Provisional	61/669,337	7/9/2012
GP Strategies Corporation	PCT	PCT/US11/62564	11/30/2011
GP Strategies Corporation	PCT	PCT/US13/35275	4/4/2013
GP Strategies Corporation	PCT	PCT/US13/51645	7/3/2013

3. Registered Trademarks:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
GP Strategies Corporation	ETAPRO	5379231	
GP Strategies Corporation	GP STRATEGIES	4790915	
GP Strategies Corporation	INFOMAESTRO	3251866	
GP Strategies Corporation	MISSION ANALYSIS	2887724	
GP Strategies Corporation	MISSION LEADERSHIP	2819568	
GP Strategies Corporation	ASPIRE	2924047	
GP Strategies Corporation	MCKINNEY ROGERS	3753760	
GP Strategies Corporation	INFOMAESTRO	3597009	
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GP Strategies Corporation	RWD PERFORMANCEVISION	2348922	
GP Strategies Corporation	RWD	2165101	
GP Strategies Corporation	RWD INFOVISION	2162473	
GP Strategies Corporation	RWD PROVISION	2036889	

4. Trademark Applications:

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>

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5. Registered Copyrights:

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
GP Strategies Corporation	EtaPRO Performance & Condition Monitoring System	TX0008406247	