

FORM PTO-1594 (Modified)
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

23324/16

Tab settings → → → ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

USM HOLDINGS CORP. and USM ACQUISITION CORP.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **DELAWARE & Pennsylvania**
☐ Other _____

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: CapitalSource Finance LLCInternal Address: 12th FloorStreet Address: 4445 Willard StreetCity: Chevy Chase State: MD ZIP: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ No

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acknowledgement of Intellectual Property
Collateral Lien

Execution Date: August 6, 2003

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1630278

1807863

2350978

Additional numbers

☐ Yes ☒ No

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

Name: Mark S. LeonardoInternal Address: Brown Rudnick Berlack Israels LLPStreet Address: One Financial Center18th Floor, Box IPCity: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500369

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

August 11, 2003

Date

Total number of pages including cover sheet, attachments, and

TRADE MARK

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REEL: 002698 FRAME: 0563

CH \$90.00 600369 1630278

**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgment of Intellectual Property Collateral Lien (this "Acknowledgment") is dated as of August 6, 2003, by each of **USM HOLDINGS CORP.**, a Delaware corporation, and **USM ACQUISITION CORP.**, a Pennsylvania corporation (each a "Grantor" and, collectively, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgment shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a

lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

(d) Notwithstanding the foregoing provisions of this Section 2, such grant of a security interest shall not extend to, and the term "Intellectual Property Collateral" shall not include, any licensed Intellectual Property Collateral of Grantors to the extent that (but only to the extent that) (i) it is not assignable or capable of being encumbered as a matter of law or under the terms of any license or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law) without the consent of the licensor thereof, and (ii) such consent has not been obtained; provided, however, that the foregoing grant of a security interest shall extend to, and the term "Intellectual Property Collateral" shall include, each of the following: (A) any licensed Intellectual Property Collateral which is in the nature of an Account or a right to the payment of money or a proceed of, or otherwise related to the enforcement or collection of, any Account or right to the payment of money, or goods which are the subject of any Account or right to the payment of money, (B) any and all proceeds of any licensed Intellectual Property Collateral that is otherwise excluded to the extent that the assignment, pledge or encumbrance of such proceeds is not so restricted, and (C) upon obtaining the consent of any such licensor with respect to any such otherwise excluded licensed Intellectual Property Collateral, such licensed Intellectual Property Collateral as well as any and all proceeds

thereof that might theretofore have been excluded from such grant of a security interest and from the term "Intellectual Property Collateral."

Section 3. Acknowledgment. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[Remainder of Page Intentionally Left Blank]

*Signature Page To Acknowledgment Of
Intellectual Property Collateral Lien*

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

USM HOLDINGS CORP.

By: David Gansky
Name: David Gansky
Title: President and CEO

USM ACQUISITION CORP.

By: David Gansky
Name: David Gansky
Title: President and CEO

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name: _____
Title: _____

*Signature Page To Acknowledgment Of
Intellectual Property Collateral Lien*

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

USM HOLDINGS CORP.

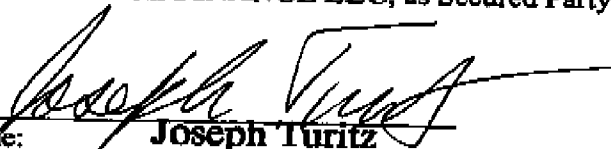
By: _____
Name: _____
Title: _____

USM ACQUISITION CORP.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

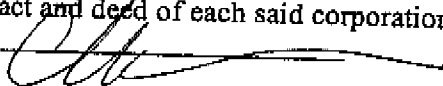
By: 
Name: **Joseph Turitz**
Title: **Associate General Counsel**

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)
COUNTY OF New York) ss.

On this 5th day of August, 2003 before me personally appeared David Gansky, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of USM HOLDINGS CORP., who, being by me duly sworn, did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

CHRISTINE N. SCHNARR
Notary Public, State of New York
No. 02SC6058640
Qualified in New York County
Commission Expires May 14, 2007

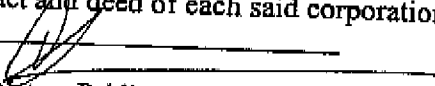

Notary Public

ACKNOWLEDGMENT OF GRANTORS

STATE OF New York)
COUNTY OF New York) ss.

On this 5th day of August, 2003 before me personally appeared David Gansky, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of USM ACQUISITION CORP., who, being by me duly sworn, did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

CHRISTINE N. SCHNARR
Notary Public, State of New York
No. 02SC6058640
Qualified in New York County
Commission Expires May 14, 2007


Notary Public

SCHEDULE I
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

US Trademarks/Service marks

<u>Mark</u>	<u>Registration Number</u>
Tower Cleaning Systems	1,630,278
Tower with logo	1,807,863
US Maintenance Servicemark	2,350,978

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.

SCHEDULE II
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
PATENT REGISTRATIONS

- A. REGISTERED PATENT
None.
- B. PATENT APPLICATIONS
None.
- C. PATENT LICENSES
None.

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