

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp North America, Inc.		02/28/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust Company		
<b>Street Address:</b>	1100 North Market Street		
<b>Internal Address:</b>	Rodney Square North		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2693355	KENOSA	
Registration Number:	2517255	POLAR BLANKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)425-3909		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3124253900		
<b>Email:</b>	jyao@nixonpeabody.com		
<b>Correspondent Name:</b>	Joey C. Yao		
<b>Address Line 1:</b>	161 N. Clark Street		
<b>Address Line 2:</b>	48th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	041533-153		
<b>NAME OF SUBMITTER:</b>	Joey C. Yao		

CH \$65.00 2693355

Signature:

/Joey C. Yao/

Date:

03/13/2008

**Total Attachments: 6**

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**ASSIGNMENT OF FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**ASSIGNMENT OF FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of March 7, 2008 (this "Assignment"), among Citicorp North America, Inc., as resigning Collateral Agent (the "Resigning Agent"), Wilmington Trust Company, as successor Collateral Agent (the "New Agent") and United Subcontractors, Inc., as Grantor (the "Grantor").

**WITNESSETH:**

WHEREAS, pursuant to the First Lien Credit and Guaranty Agreement, dated as of December 27, 2005, as amended by Amendment No. 1, dated as of January 27, 2006, as further amended by Amendment No. 2, dated as of June 6, 2006, as further amended by the Waiver and Amendment Agreement, dated as of December 27, 2007 and as further amended by the Waiver and Amendment Agreement, dated as of January 31, 2008 (as so amended, collectively, the "Original Credit Agreement"), among the Grantor, USI Senior Holdings, Inc., a Delaware corporation, USI Intermediate Holdings, Inc., a Delaware corporation, certain Subsidiaries of the Grantor, as Guarantors, the Lenders party thereto (the "Lenders"), Citigroup Global Market Inc., as Sole Lead Arranger, Sole Bookrunner and Syndication Agent, and the Resigning Agent, as Administrative Agent and Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a First Lien Pledge and Security Agreement, dated as of December 27, 2005 (the "Security Agreement"), in favor of the Resigning Agent, as the original Collateral Agent pursuant to which the Grantor executed and delivered the First Lien Trademark Security Agreement, dated as of December 27, 2005 (the "Trademark Security Agreement") and recorded with the Assignment Branch of the United States Patent and Trademark Office at Reel 003217, Frame 0549 on December 28, 2005;

WHEREAS, pursuant to the Trademark Security Agreement, the Resigning Agent, as the original Collateral Agent, was granted, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, as defined therein, including without limitation all of the Trademarks and Trademark Licenses, including without limitation, those Trademarks identified in Schedule I attached hereto and thereto, together with the goodwill of the business symbolized by the Trademarks, and all proceeds of the foregoing ("Security Interest");

WHEREAS, pursuant to the Omnibus Amendment and Appointment and Acceptance, dated as of the date hereof (the "Omnibus Amendment"), among the Resigning Agent, the New Agent, the Requisite Lenders (as defined in the Original Credit Agreement), the Grantor, USI Senior Holdings, Inc., USI Intermediate Holdings, Inc., and certain Subsidiaries of the Grantor, as Guarantors, the Original Credit Agreement has been amended to reflect the appointment of the New Agent as successor Administrative Agent and Collateral Agent; and

WHEREAS, in furtherance of the New Agent's replacement of the Resigning Agent as the Administrative Agent and Collateral Agent under the Original Credit Agreement, as amended by the Omnibus Amendment (collectively, the "Credit Agreement"), the New Agent is desirous of acquiring and the Resigning Agent is desirous of assigning all of its right, title and

interest in, to and under the Trademark Security Agreement, including without limitation the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent, the New Agent and the Grantor hereby covenant and agree as follows:

**1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement, the Security Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, respectively.

**2. Assignment of Trademark Security Agreement**

The Resigning Agent hereby assigns, transfers and conveys to New Agent all of its right, title and interest in, to and under the Trademark Security Agreement, including without limitation the Security Interest, and all documents relating thereto, including specifically and without limitation any lien on or security interest in all of each Grantor's right, title and interest in, to and under all of the Trademarks and Trademark Licenses, including without limitation, those Trademarks identified in Schedule I attached hereto and thereto, together with the goodwill of the business symbolized by the Trademarks, and all proceeds of the foregoing.

The New Agent hereby accepts the foregoing assignment.

**3. Security Agreement**

The security interest granted to the Resigning Agent as the original Collateral Agent pursuant to the Trademark Security Agreement, and assigned to the New Agent as the new Collateral Agent pursuant to this Assignment, is granted and assigned in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted by the Trademark Security Agreement and assigned hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**4. Recordation**

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks identified on Schedule I attached hereto.

**5. Counterparts**

This Assignment may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.



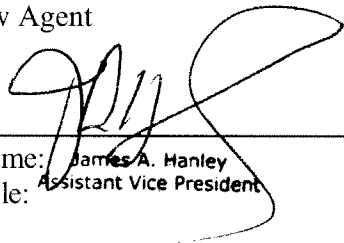
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,  
as Resigning Agent

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST COMPANY,  
as New Agent

By:   
Name: James A. Hanley  
Title: Assistant Vice President

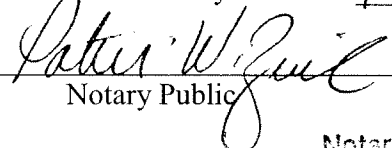
UNITED SUBCONTRACTORS, INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

State of NE )  
Country of New Castle )  
SS:

On this 4th day of March 2008, before me personally came James A. Hanley to me known, who being duly sworn, did say that he/she is the Asst. VP, of Wilmington Trust Co., and that the foregoing instrument was executed on behalf of Wilmington Trust Company and James A. Hanley acknowledged the foregoing instrument to be the free act and deed of Wilmington Trust Company.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of March, 2008.

  
Notary Public  
PATRICIA W. ZINK  
Notary Public - State of Delaware  
My Commission Expires: July 12, 2009

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,  
as Resigning Agent

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST COMPANY,  
as New Agent

By: \_\_\_\_\_  
Name:  
Title:

UNITED SUBCONTRACTORS, INC.,  
as Grantor

By: Timothy J. Gallagher  
Name: Timothy J. Gallagher  
Title: CFO

State of New York )  
Country of New York )  
SS:

On this 28<sup>th</sup> day of February 2008, before me personally came Timothy J. Gallagher, to me known, who being duly sworn, did say that he/she is the Chief Financial Officer, of United Subcontractors Inc., and that the foregoing instrument was executed on behalf of United Subcontractors Inc., and Timothy J. Gallagher acknowledged the foregoing instrument to be the free act and deed of United Subcontractors Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of February, 2008.

Andrew A. Kress  
Notary Public

My Commission Expires: April 28, 2010

**SCHEDULE I  
To  
ASSIGNMENT OF FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARKS**

<b>Mark</b>	<b>Registered Owner</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
KENOSA	United Subcontractors, Inc.	78/056,693	4/4/2001	2,693,355	3/4/2003
POLAR BLANKET	United Subcontractors, Inc.	76/227,581	3/22/2001	2,517,255	12/11/2001