

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc., as collateral agent		03/12/2008	Banking corporation: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Bank of New York, as collateral agent		
Street Address:	600 East Las Colinas Blvd.		
Internal Address:	Suite 1300		
City:	Irving		
State/Country:	NEW YORK		
Postal Code:	75039		
Entity Type:	Banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2693355	KENOSA	
Registration Number:	2517255	POLAR BLANKET	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Seth Shelden, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	525360/1041		
NAME OF SUBMITTER:	Seth Shelden		

CH \$65.00 2693355

900101978

TRADEMARK
REEL: 003742 FRAME: 0297

Signature:

/Seth Shelden/

Date:

03/18/2008

Total Attachments: 7

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EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

ASSIGNMENT AND ASSUMPTION OF SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2008 (this "Assignment"), among Citicorp North America, Inc., as resigning Collateral Agent (the "Resigning Agent"), The Bank of New York, as successor Collateral Agent (the "New Agent") and United Subcontractors, Inc., as Grantor (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit and Guaranty Agreement, dated as of December 27, 2005, as amended by Amendment No. 1, dated as of June 6, 2006, as further amended by the Waiver and Amendment Agreement, dated as of January 31, 2008, and as further amended by the Waiver and Amendment Agreement dated as of February 29, 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 Second Lien Pledge and Security Agreement, dated as of December 27, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), in favor of the Resigning Agent, as the original Collateral Agent pursuant to which the Grantor executed and delivered the Second 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 0736 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 March 12, 2008 (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 and assumes the obligations of the Resigning Agent under the Credit Agreement, the Security Agreement and the Trademark Security Agreement, on and after the date hereof.

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.

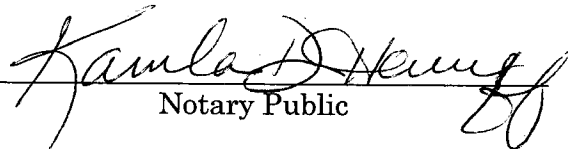
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

CITICORP NORTH AMERICA, INC.,
as Resigning Agent

By: 
Name: **Carl Cho**
Title: **Vice President**

STATE OF New York)
COUNTY OF New York) SS.:

On the 12 day of March in the year 2008 before me, the undersigned, personally appeared Carl Cho, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

KAMLA D. HANIFF
Notary Public, State of New York
No. 01HA6023523
Qualified in Nassau County
Commission Expires April 26, 2011

ACCEPTED AND AGREED
as of the date first above written:

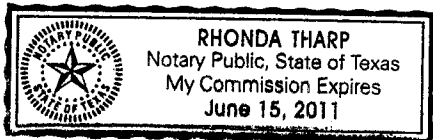
THE BANK OF NEW YORK,
as New Agent

By: [Signature]
Name: ROBERT D HINGSTON
Title: VICE PRESIDENT

State of Texas)
County of Dallas)
ss:

On this 11 day of March 2008, before me personally came Robert Hingston me known, who being duly sworn, did say that he/she is the Vice President of The Bank of New York and that the foregoing instrument was executed on behalf of The Bank of New York and Rhonda Tharp acknowledged the foregoing instrument to be the free act and deed of Robert Hingston

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of March, 2008.



[Signature]
Notary Public

My Commission Expires June 15, 2011

ACCEPTED AND AGREED
as of the date first above written:

UNITED SUBCONTRACTORS, INC.,
as Grantor

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

State of Minnesota)

ss:

County of Hennepin)

On this 12th day of ~~February~~ ^{March} 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 12th day of March, 2008.



Constance Marie Tusler
Notary Public

My Commission Expires: 1/31/10

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

U.S. TRADEMARKS

Mark	Registered Owner	Application No.	Application Date	Registration No.	Registration Date
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