

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---------------------------------------|
| Universal Services of America, Inc. | | 11/10/2009 | CORPORATION: CALIFORNIA |
| Universal Security Solutions | | 11/10/2009 | PARTNERSHIP: CALIFORNIA |
| Universal Building Maintenance, LLC | | 11/10/2009 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| Universal Protection Security Systems, Inc. | | 11/10/2009 | CORPORATION: CALIFORNIA |
| Cescones Holdings, LLC | | 11/10/2009 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------|
| Name: | Caltius Partners IV, LP |
| Street Address: | 11766 Wilshire Blvd. |
| Internal Address: | Suite 850 |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90025 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 3116465 | U UNIVERSAL PROTECTION SERVICE |
| Registration Number: | 3106268 | UNIVERSAL PROTECTION SERVICE |
| Serial Number: | 77774165 | U UNIVERSAL PROTECTION SECURITY SYSTEMS |
| Serial Number: | 77783608 | U UNIVERSAL SERVICES OF AMERICA U UNIVERSAL PROTECTION SERVICE U UNIVERSAL BUILDING MAINTENANCE U UNIVERSAL FIRE/LIFE SAFETY SERVICES U UNIVERSAL PROTECTION SECURITY SYSTEMS |
| Serial Number: | 77783162 | U UNIVERSAL SERVICES OF AMERICA U UNIVERSAL PROTECTION SERVICE U UNIVERSAL BUILDING MAINTENANCE U UNIVERSAL FIRE/LIFE SAFETY SERVICES |

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| | | U UNIVERSAL PROTECTION SECURITY SYSTEMS |
| Serial Number: | 77783132 | U UNIVERSAL SERVICES OF AMERICA U UNIVERSAL PROTECTION SERVICE U UNIVERSAL BUILDING MAINTENANCE U UNIVERSAL FIRE/LIFE SAFETY SERVICES U UNIVERSAL PROTECTION SECURITY SYSTEMS |
| Serial Number: | 77783098 | U UNIVERSAL SERVICES OF AMERICA U UNIVERSAL PROTECTION SERVICE U UNIVERSAL BUILDING MAINTENANCE U UNIVERSAL FIRE/LIFE SAFETY SERVICES U UNIVERSAL PROTECTION SECURITY SYSTEMS |
| Serial Number: | 77697190 | U GREEN UNIVERSAL BUILDING MAINTENANCE |
| Serial Number: | 77697164 | U UNIVERSAL BUILDING MAINTENANCE |

CORRESPONDENCE DATA

Fax Number: (202)799-5144
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027994000
Email: dctrademarks@dlapiper.com
Correspondent Name: Thomas E. Zutic
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | CALTIUS |
| NAME OF SUBMITTER: | Thomas E. Zutic |
| Signature: | /Thomas E. Zutic/ |
| Date: | 12/01/2009 |

Total Attachments: 5
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF NOVEMBER 10, 2009, AMONG COMERICA BANK, CALTIUS PARTNERS IV, LP, CALTIUS PARTNERS EXECUTIVE IV, LP AND CP IV PASS-THROUGH (USA), LP (THE "SUBORDINATION AGREEMENT") TO THE "SENIOR DEBT" (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND EACH PARTY TO OR HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 10, 2009, is made by EACH OF THE UNDERSIGNED and EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT (each, a "Debtor" and collectively, the "Debtors"), in favor of CALTIUS PARTNERS IV, LP, a Delaware limited partnership (as agent on behalf of itself and certain other investors "Agent"). Terms used but not otherwise defined herein have the meanings set forth in the Security Agreement (as defined below).

RECITALS

A. Universal Services of America, Inc., a California corporation; Universal Security Solutions (d/b/a Universal Protection Service), a California general partnership; Universal Building Maintenance, LLC, a California limited liability company; Universal Protection Security Systems, Inc., a California corporation and Gescones Holdings, LLC, a Delaware limited liability company (collectively, the "Borrowers" and each, individually, a "Borrower"), and each other Person who shall become a party thereto by execution of a Security Agreement Joinder Agreement and Agent are party to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

B. Pursuant to the Security Agreement, the Debtors have agreed to execute and deliver to Agent this Trademark Security Agreement.

C. Agent is unwilling to enter into the Credit Agreement or make or maintain such extensions of credit under the Credit Agreement unless the Debtors execute and deliver this Trademark Security Agreement.

In consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Schedule 1 attached hereto sets forth all Trademarks owned by the Debtors, and each Debtor hereby pledges and grants to Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Trademarks and all proceeds thereof, which such security interest shall secure (a) all present and future Obligations of each Debtor to Agent under the Loan Documents to which such Debtor is now or hereafter becomes a party and (b) all obligations of the Debtors and rights of Agent under this Trademark Security Agreement.

2. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks made and granted 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Agent shall otherwise determine.

3. TERMINATION. Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge and deliver to the Debtors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart executed by the party against whom enforcement is sought. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed under seal as of the day and year first written above.

UNIVERSAL SERVICES OF AMERICA, INC.

By: Brian K. Cescolini
Name: Brian K. Cescolini
Title: President

UNIVERSAL SECURITY SOLUTIONS (D/B/A
UNIVERSAL PROTECTION SERVICE)

By: Brian K. Cescolini
Name: Brian K. Cescolini
Title: President of Universal Services of America, Inc.,
a partner

UNIVERSAL BUILDING MAINTENANCE, LLC

By: Brian K. Cescolini
Name: Brian K. Cescolini
Title: President of Universal Services of America, Inc.,
its manager

UNIVERSAL PROTECTION SECURITY
SYSTEMS, INC.

By: Brian K. Cescolini
Name: Brian K. Cescolini
Title: President

CESCONES HOLDINGS, LLC

By: Brian K. Cescolini
Name: Brian K. Cescolini
Title: Manager

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

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Accepted and Agreed:

CALTIVUS PARTNERS IV, LP

By: CP IV, LP, its general partner

By: 
Name: Gregory Howarth
Title: Managing Director

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

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**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Mark | Debtor | Registration or Serial Number | Registration or Filing Date |
|--|--|--|--|
| Universal Protection Service | Universal Security Solutions | 3116465 | January 18, 2006 |
| Universal Protection Service | Universal Security Solutions | 3106268 | January 20, 2006 |
| Universal Protection Security Systems | Universal Protection Security Systems, Inc. | 77774165 | July 3, 2009 |
| Universal Services of America | Universal Services of America, Inc. | 77783608 | July 17, 2009 |
| Universal Services of America | Universal Services of America, Inc. | 77783162 | July 16, 2009 |
| Universal Services of America | Universal Services of America, Inc. | 77783132 | July 16, 2009 |
| Universal Services of America | Universal Services of America, Inc. | 77783098 | July 16, 2009 |
| U Green Universal Building Maintenance | Universal Building Maintenance, LLC | 77697190 | March 23, 2009 |
| Universal Building Maintenance | Universal Building Maintenance, LLC | 77697164 | March 23, 2009 |