

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Services of America, Inc.		07/30/2010	CORPORATION: CALIFORNIA
Universal Building Maintenance, LLC		07/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Universal Protection Security Systems, LP		07/30/2010	LIMITED PARTNERSHIP: CALIFORNIA
Universal Protection Service, LP		07/30/2010	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as the bank
Street Address:	3 Park Plaza
Internal Address:	Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
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:	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:	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:	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
Serial Number:	78567645	UNIVERSAL PROTECTION SERVICE
Serial Number:	78567679	U UNIVERSAL PROTECTION SERVICE

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125586352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18103-402
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	08/04/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2010, is made by Universal Services of America, Inc., a California corporation ("USA Inc."), Universal Building Maintenance, LLC, a California limited liability company ("UBM"), Universal Protection Security Systems, LP, a California limited partnership ("UPSS"), and Universal Protection Service, LP, a California limited partnership ("UPS", USA Inc., UBM and UPSS are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Bank") for the benefit of the Secured Creditors.

WITNESSETH:

WHEREAS, contemporaneously herewith, Universal Services of America, LP, a California limited partnership (the "Borrower") is entering into that certain Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with the Bank providing for the Bank to make available to the Borrower certain credit facilities on the terms and conditions set forth therein;

WHEREAS, one or more Grantors may from time to time on or after the date hereof enter into, or guaranty the obligations of one or more other Grantors or any of their respective Subsidiaries under, one or more Swap Agreements or Banking Services Agreements permitted by the Credit Agreement with the Bank or an Affiliate of the Bank;

WHEREAS, each of the Grantors is an affiliate of the Borrower, will benefit directly and indirectly from the credit facilities made available pursuant to the Credit Agreement and from the entering into of Swap Agreements or Banking Services Agreements by Grantors or their Subsidiaries, and has entered into that certain Security Agreement of even date among the Borrower and certain of its Affiliates in favor of the Bank and the Secured Creditors (the "Security Agreement"); and

WHEREAS, to induce the Bank to enter into the Credit Agreement and make available the credit facilities thereunder and to induce the Bank and its Affiliates to enter into the Swap Agreements or Banking Services Agreements, Grantors have agreed to pledge and grant a security interest in the Trademark Collateral (as hereinafter defined) to the Bank for the benefit of the Secured Creditors on the terms and conditions set forth herein.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

(a) "Trademarks" means all of the following now owned or hereafter adopted or acquired by any Grantor: (1) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (2) all

reissues, extensions or renewals thereof; and (3) all goodwill associated with or symbolized by any of the foregoing.

(b) “Trademark License” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Bank for the benefit of the Secured Creditors, and grants to the Bank for the benefit of the Secured Creditors a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral 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.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one

and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security shall be construed in accordance with and governed by the laws of the State of California (without giving effect to its law of conflicts).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UNIVERSAL BUILDING MAINTENANCE, LLC, a California limited liability company

By: Universal Services of America, LP,
a California limited partnership
Its: Manager

By: Universal Services of America GP,
Inc., a California corporation
Its: General Partner

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

UNIVERSAL PROTECTION SERVICE, LP, a California limited partnership

By: Universal Protection Service GP, Inc.
Its: General Partner

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

UNIVERSAL SERVICES OF AMERICA, INC., formerly known as Jolini Corporation, a California corporation

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

UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, a California limited partnership

By: Universal Protection Security Systems
GP, Inc., a California corporation
Its: General Partner

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

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as the Bank

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

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By: Universal Services of America, LP,
a California limited partnership
Its: Manager

By: Universal Services of America GP,
Inc., a California corporation
Its: General Partner

By: _____
Name: Brian K. Cescolini
Its: President

UNIVERSAL PROTECTION SERVICE, LP, a California limited partnership

By: Universal Protection Service GP, Inc.
Its: General Partner

By: _____
Name: Brian K. Cescolini
Its: President

UNIVERSAL SERVICES OF AMERICA, INC.,
formerly known as Jolini Corporation, a California corporation

By: _____
Name: Brian K. Cescolini
Its: President


UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, a California limited partnership

By: Universal Protection Security Systems
GP, Inc., a California corporation
Its: General Partner

By: _____
Name: Brian K. Cescolini
Its: President

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as the Bank

By: 
Name: Rick Nogueira
Title: S.V.P.

Schedule I

Mark	Serial No	Registration No	Owner
Universal Protection Security Systems	77774165	Pending	UPSS
Universal Services of America	77783608	pending	USA Inc.
Universal Services of America	77783132	pending	USA Inc.
Universal Services of America	77783162	pending	USA Inc.
Universal Services of America	77783098	pending	USA Inc.
U Green Universal Building Maintenance	77697190	3714573	UBM
Universal Building Maintenance	77697164	3711567	UBM
Universal Protection Service	78567645	3106268	UPS (formerly known as Universal Security Solutions, a California general partnership)
Universal Protection Service	78567679	3116465	UPS (formerly known as Universal Security Solutions, a California general partnership)