

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UniversalPegasus International, Inc.		09/20/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as agent		
<b>Street Address:</b>	700 Louisiana Street		
<b>Internal Address:</b>	Suite 4400		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Banking corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77801152		
<b>Serial Number:</b>	77801144	UNIVERSALPEGASUS INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125586352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	81943-39		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		

**CH \$65.00 77801152**

**900173074**

**TRADEMARK  
 REEL: 004289 FRAME: 0542**

Signature:	/Laura Konrath/
Date:	10/04/2010
Total Attachments: 5 source=universal#page1.tif source=universal#page2.tif source=universal#page3.tif source=universal#page4.tif source=universal#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 20, 2010 is entered into by UniversalPegasus International, Inc., a Delaware corporation (the "Grantor") and the Bank of Montreal, as Collateral Agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of February 8, 2008, as amended by that certain First Amendment to the Pledge and Security Agreement dated as of June 30, 2009 among the Grantor, UP Support Services, Inc. (formerly named UP Acquisition Sub Inc.), a Delaware corporation, Pegasus International, Inc., a Texas corporation, Universal Ensco, Inc., a Texas corporation, the other Grantors (as defined therein) party thereto and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Collateral Agent in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to an under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(B) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

(iv) Successor and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successor and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligations hereunder.


(v) Counterparts

This Agreement may be executed in any number of counterparts any by the parties hereto on 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

UNIVERSALPEGASUS INTERNATIONAL, INC.

By:   
Name: Glenn F. Cormier  
Title: Sr. Vice President, General Counsel + Secretary

BANK OF MONTREAL,  
as the Collateral Agent

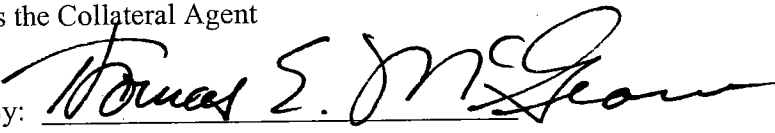
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

UNIVERSALPEGASUS INTERNATIONAL, INC.

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

BANK OF MONTREAL,  
as the Collateral Agent

By:   
Name: Thomas E. McGraw  
Title: Managing Director

**SCHEDULE A**

**TRADEMARK SECURITY AGREEMENT**

**I. U.S. REGISTERED TRADEMARKS**

None.

**II. U.S. TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Filing Date/ Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Design (Half Globes/Diamond) - USA	08/10/09	Pending	77/801,152
UNIVERSALPEGASUS INTERNATIONAL, INC. - USA	08/10/09	Suspended	77/801,144