

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	Trademark Security Agreement																				
CONVEYING PARTY DATA																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>United Recovery Systems, LP</td> <td></td> <td>10/29/2010</td> <td>LIMITED PARTNERSHIP: TEXAS</td> </tr> <tr> <td>Simon Intelligent Systems, L.L.C.</td> <td></td> <td>10/29/2010</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> <tr> <td>URS Acquisition Corp.</td> <td></td> <td>10/29/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>URS Management, LLC</td> <td></td> <td>10/29/2010</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	United Recovery Systems, LP		10/29/2010	LIMITED PARTNERSHIP: TEXAS	Simon Intelligent Systems, L.L.C.		10/29/2010	LIMITED LIABILITY COMPANY: TEXAS	URS Acquisition Corp.		10/29/2010	CORPORATION: DELAWARE	URS Management, LLC		10/29/2010	LIMITED LIABILITY COMPANY: TEXAS	
Name	Formerly	Execution Date	Entity Type																		
United Recovery Systems, LP		10/29/2010	LIMITED PARTNERSHIP: TEXAS																		
Simon Intelligent Systems, L.L.C.		10/29/2010	LIMITED LIABILITY COMPANY: TEXAS																		
URS Acquisition Corp.		10/29/2010	CORPORATION: DELAWARE																		
URS Management, LLC		10/29/2010	LIMITED LIABILITY COMPANY: TEXAS																		
RECEIVING PARTY DATA																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>The CIT Group/Business Credit, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>44 Whippany Road</td> </tr> <tr> <td>City:</td> <td>Morristown</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07960</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: NEW YORK</td> </tr> </table>	Name:	The CIT Group/Business Credit, Inc.	Street Address:	44 Whippany Road	City:	Morristown	State/Country:	NEW JERSEY	Postal Code:	07960	Entity Type:	CORPORATION: NEW YORK									
Name:	The CIT Group/Business Credit, Inc.																				
Street Address:	44 Whippany Road																				
City:	Morristown																				
State/Country:	NEW JERSEY																				
Postal Code:	07960																				
Entity Type:	CORPORATION: NEW YORK																				
PROPERTY NUMBERS Total: 2																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Property Type</th> <th style="width: 25%;">Number</th> <th style="width: 50%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3770708</td> <td>UNITED RECOVERY SYSTEMS</td> </tr> <tr> <td>Registration Number:</td> <td>3812120</td> <td>URS</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3770708	UNITED RECOVERY SYSTEMS	Registration Number:	3812120	URS												
Property Type	Number	Word Mark																			
Registration Number:	3770708	UNITED RECOVERY SYSTEMS																			
Registration Number:	3812120	URS																			
CORRESPONDENCE DATA																					
<p>Fax Number: (617)227-4420</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 619-239-0310</p> <p>Email: jdavis@eapdlaw.com</p> <p>Correspondent Name: Jessica Davis</p> <p>Address Line 1: 111 Huntington Avenue</p> <p>Address Line 2: Edwards Angell Palmer & Dodge LLP</p> <p>Address Line 4: Boston, MASSACHUSETTS 02199</p>																					

CH \$65.00 3770708

900175374

TRADEMARK
 REEL: 004307 FRAME: 0894

ATTORNEY DOCKET NUMBER:	45550.0013
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	11/01/2010
<p>Total Attachments: 6 source=CIT_URS - Executed Trademark Security Agreement#page1.tif source=CIT_URS - Executed Trademark Security Agreement#page2.tif source=CIT_URS - Executed Trademark Security Agreement#page3.tif source=CIT_URS - Executed Trademark Security Agreement#page4.tif source=CIT_URS - Executed Trademark Security Agreement#page5.tif source=CIT_URS - Executed Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 29, 2010, among UNITED RECOVERY SYSTEMS, LP, a Texas limited partnership, SIMON INTELLIGENT SYSTEMS, L.L.C., a Texas limited liability company, URS ACQUISITION CORP., a Delaware corporation, and URS MANAGEMENT, LLC, a Texas limited liability company (collectively, the "Grantors"), and THE CIT GROUP/BUSINESS CREDIT, INC., acting in the capacity as Administrative Agent for the benefit of itself and the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS pursuant to the terms of that certain Credit and Guaranty Agreement dated as of December 22, 2008 (as amended by the First Amendment to Credit Agreement dated as of March 12, 2009, by the Second Amendment to Credit Agreement dated as of January 14, 2010, and by the Waiver and Third Amendment To Credit Agreement dated as of the date hereof, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors.

WHEREAS pursuant to the Security and Pledge Agreement, dated as of December 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, each Grantor granted to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned, or hereafter acquired by such Grantor to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademarks

The Grantors hereby grant to the Administrative Agent a security interest in all of their right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case

whether now owned or hereafter acquired but excluding any Excluded Asset (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Termination

Upon the Termination Date (as defined in the Credit Agreement), the Administrative Agent shall, at the Grantors' expense, execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

Section 7. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

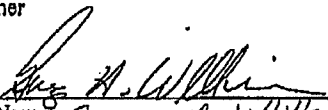
[Remainder of this page intentionally left blank]

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

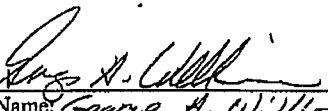
GRANTORS:

UNITED RECOVERY SYSTEMS, LP

By: URS Management, LLC, its General Partner

By: 
Name: George A. Williams
Title: CFO

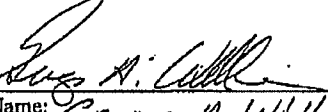
SIMON INTELLIGENT SYSTEMS, L.L.C.

By: 
Name: George A. Williams
Title: CFO

URS ACQUISITION CORP.

By: _____
Name: _____
Title: _____

URS MANAGEMENT, LLC

By: 
Name: George A. Williams
Title: CFO

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

GRANTORS:

UNITED RECOVERY SYSTEMS, LP

By: URS Management, LLC, its General
Partner

By: _____
Name: Douglas B. Schultz
Title: Chief Executive Officer

SIMON INTELLIGENT SYSTEMS, L.L.C.

By: _____
Name: Douglas B. Schultz
Title: Chief Executive Officer

URS ACQUISITION CORP.

By: _____
Name: Young J. Lee
Title: President


URS MANAGEMENT, LLC

By: _____
Name: Douglas B. Schultz
Title: Chief Executive Officer

(Signature Page – Trademark Security Agreement)

ADMINISTRATIVE AGENT:

**THE CIT GROUP/BUSINESS CREDIT,
INC., as Administrative Agent**


By: 
Name: Andrew Crist
Title: Director

(Signature Page – Trademark Security Agreement)

**TRADEMARK
REEL: 004307 FRAME: 0900**

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS:

Record Owner	Trademark	Jurisdiction	Registration Number	Registration Date
United Recovery Systems, LP	UNITED RECOVERY SYSTEMS	U.S.	3770708	4/6/2010
United Recovery Systems, LP	URS and Design 	U.S.	3812120	6/29/2010