

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Training Center, Inc.,		12/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PG Investments of Virginia, LLC
Street Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3282565	
Registration Number:	3485397	BLACKWATER
Registration Number:	3431687	BLACKWATER
Registration Number:	3431688	
Registration Number:	3136195	
Registration Number:	3109695	BLACKWATER

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127018352
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
 ejpalmer@mayerbrown.com
Correspondent Name: Erick J. Palmer
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

900179087

**TRADEMARK
 REEL: 004435 FRAME: 0699**

OP \$165.00 3282565

ATTORNEY DOCKET NUMBER:	10361738 EJP
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	12/17/2010
Total Attachments: 5 source=10361738 U.S. Training Center and PG Investments of Virginia Trademark Assignment#page1.tif source=10361738 U.S. Training Center and PG Investments of Virginia Trademark Assignment#page2.tif source=10361738 U.S. Training Center and PG Investments of Virginia Trademark Assignment#page3.tif source=10361738 U.S. Training Center and PG Investments of Virginia Trademark Assignment#page4.tif source=10361738 U.S. Training Center and PG Investments of Virginia Trademark Assignment#page5.tif	

UNITED STATES TRADEMARK ASSIGNMENT

This UNITED STATES TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 15, 2010, is by and among U.S. Training Center, Inc., a Delaware corporation ("Assignor") and PG Investments of Virginia, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Membership Unit Purchase Agreement (as defined below).

WHEREAS, Xe Services LLC ("Xe") owns all of the equity interests in and to Assignor;

WHEREAS, Xe, Erik D. Prince, as trustee of the Erik D. Prince Living Trust, Erik D. Prince, individually, and USTC Holdings, LLC have entered into that certain Membership Unit Purchase Agreement dated as of the November 22, 2010 (the "Membership Unit Purchase Agreement"), setting forth the terms and conditions of the sale of Xe and the transfer of certain Excluded Assets in connection with the Reorganization;

WHEREAS, Assignor owns certain United States trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Trademarks"), which is incorporated herein by reference, and desires to assign all right, title and interest in and to such Trademarks, together with all of the goodwill associated therewith and any and all books, records, files, plans, specifications, technical and technical support information, confidential information, price lists, promotional materials, advertising copy data, marketing research and information, competitive analysis, sales records, service records, customer lists and files, other customer information, plans and designs of equipment and all other proprietary information related to the Trademarks (collectively, "Books and Records"), to Assignee in connection with the Reorganization; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, together with all of the goodwill and Books and Records associated therewith, from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill and Books and Records associated therewith, and all proceeds associated therewith, including the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States. Assignee shall be responsible for all fees for recordation of this Assignment. Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

This Assignment is being executed pursuant to the Membership Unit Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair,

enhance or enlarge any representation, warranty, right, obligation, claim, indemnity or remedy created by the Membership Unit Purchase Agreement. In the event of any conflict between this Assignment and the Membership Unit Purchase Agreement, the Membership Unit Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic transmission in portable document format (pdf)), each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

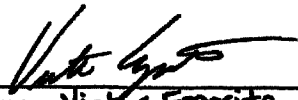
This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such state are superseded by applicable federal law.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this United States Trademark Assignment to be duly executed and delivered as of date first above written.

U.S. TRAINING CENTER, INC.

By: 
Name: Victor Esposito
Title: President

PG INVESTMENTS OF VIRGINIA, LLC

By: _____
Name:
Title:

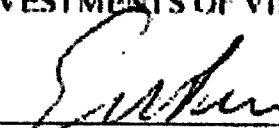
[Signature page to the United States Trademark Assignment]

IN WITNESS WHEREOF, the parties have caused this United States Trademark Assignment to be duly executed and delivered as of date first above written.

U.S. TRAINING CENTER, INC.

By: _____
Name:
Title:





PG INVESTMENTS OF VIRGINIA, LLC

By:  _____
Name:
Title:

[Signature page to the United States Trademark Assignment]

SCHEDULE A

Trademarks

Trademark	Registration/ Application Number	Registration/ Filing Date	Owner
	3,282,565	08/21/2007	U.S. Training Center, Inc.
	3,485,397	08/12/2008	U.S. Training Center, Inc.
BLACKWATER	3,431,687	05/20/2008	U.S. Training Center, Inc.
	3,431,688	05/20/2008	U.S. Training Center, Inc.
	3,136,195	08/29/2006	U.S. Training Center, Inc.
BLACKWATER	3,109,695	06/27/2006	U.S. Training Center, Inc.

9276470 10361738