

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Belfor USA Group Inc.		04/08/2011	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	85262218	BELFOR CARES
Registration Number:	3479341	BELFOR ENVIRONMENTAL
Registration Number:	3479340	BELFOR ENVIRONMENTAL
Registration Number:	3411615	BELFOR ENVIRONMENTAL
Registration Number:	3411593	BELFOR ENVIRONMENTAL
Registration Number:	3577201	BELFOR ENVIRONMENTAL
Registration Number:	3568282	BELFOR ENVIRONMENTAL
Registration Number:	3719089	EXECUTIVE GENERAL ESTIMATOR
Registration Number:	3722863	EXECUTIVE GENERAL ESTIMATOR
Registration Number:	3715799	GENERAL ESTIMATOR
Registration Number:	3715798	GENERAL ESTIMATOR
Registration Number:	2240744	WET

**CORRESPONDENCE DATA**

900190092

**TRADEMARK**  
 REEL: 004527 FRAME: 0584

OP \$315.00 85262218

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ATTORNEY DOCKET NUMBER:	509265/1209
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/22/2011

Total Attachments: 7  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 8, 2011 is made by BELFOR USA GROUP INC., a Colorado corporation, located at 185 Oakland Avenue, Suite 300, Birmingham, MI 48009 (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of November 3, 2006, as amended and restated as of December 4, 2007, and as further amended by the First Amendment, dated as of December 3, 2008, the Second Amendment dated as of November 10, 2009, and the Third Amendment, dated as of August 25, 2010, and as further amended and restated as of April 8, 2011, among BELFOR HOLDINGS INC., a Delaware corporation ("Holdings"), BELFOR (USA) LTD., a Delaware corporation ("Parent"), the Borrower, BELFOR EUROPE GmbH, a German corporation (the "European Borrower"), BELFOR (CANADA) INC., a Canadian corporation (the "Canadian Borrower"); together with the European Borrower and the Borrower, the "Borrowers", the Lenders, the Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and Parent and certain of their subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of November 3, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks. (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

BELFOR USA GROUP INC.  
as Borrower

By:   
Name: Joseph E. DeLeo  
Title: CFO

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

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




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

**BEILFOR USA GROUP INC.**  
as Borrower

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

**JPMORGAN CHASE BANK, N.A.**  
as Administrative Agent for the Lenders

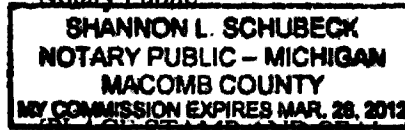
By:   
Name: Richard C. Ellis  
Title: Senior Vice President

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Michigan  
COUNTY OF Macomb) SS

On the 6<sup>th</sup> day of April, 2011 before me personally came Richard C. Ellis, who is personally known to me to be the Senior Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Shannon L. Schubeck  
Notary Public



(PLACE STAMP AND SEAL ABOVE)



## SCHEDULE A

### U.S. Trademark Registrations and Applications

Title	Reg. No./ App. No.
BELFOR CARES AND DESIGN	85/262,218
BELFOR ENVIRONMENTAL	3,479,341
BELFOR ENVIRONMENTAL	3,479,340
BELFOR ENVIRONMENTAL AND DESIGN	3,411,615
BELFOR ENVIRONMENTAL AND DESIGN	3,411,593
BELFOR ENVIRONMENTAL	3,577,201
BELFOR ENVIRONMENTAL AND DESIGN	3,568,282
EXECUTIVE GENERAL ESTIMATOR	3,719,089
EXECUTIVE GENERAL ESTIMATOR	3,722,863
GENERAL ESTIMATOR	3,715,799
GENERAL ESTIMATOR	3,715,798
WET AND DESIGN	2,240,744

Signature page to Grant of Security Interest in Trademark Rights (Belfor USA Group Inc.)