

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Agreements		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, collateral agent		03/06/2012	Canadian banking corporation: CANADA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Assignee		
Street Address:	30 South Wacker		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77801152		
Serial Number:	77801144	UNIVERSALPEGASUS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	6737-142		
NAME OF SUBMITTER:	Laura Konrath		

Signature:	/Laura Konrath/
Date:	03/08/2012
Total Attachments: 5 source=assignment of security agreements#page1.tif source=assignment of security agreements#page2.tif source=assignment of security agreements#page3.tif source=assignment of security agreements#page4.tif source=assignment of security agreements#page5.tif	

ASSIGNMENT OF SECURITY AGREEMENTS

This Assignment Of Security Agreements, dated March 6, 2012, is made by and between Bank of Montreal ("Collateral Agent") and Madison Capital Funding LLC ("Assignee").

Capitalized terms not otherwise defined herein have the meanings set forth in that Trademark Security Agreement dated September 20, 2010 entered into by UniversalPegasus International, Inc., a Delaware corporation and Bank of Montreal, as Collateral Agent for the Secured Parties ("Trademark Security Agreement") and that Patent Security Agreement dated September 20, 2010 entered into by Universal Ensco, Inc., a Texas corporation and Bank of Montreal, as Collateral Agent for the Secured Parties ("Patent Security Agreement").

WHEREAS, Collateral Agent and Assignee are parties to the Sixth Amendment To Credit Agreement And Appointment And Acceptance Of New Agent dated March 6, 2012 pursuant to which Collateral Agent resigned as the Administrative Agent, Collateral Agent and Issuing Bank under the Credit Agreement and the other Loan Documents and Assignee was appointed and accepted the role of the successor Administrative Agent, Collateral Agent and Issuing Bank under the Credit Agreement.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the Effective Date, the parties agree as follows.

1. Pursuant to Section (iv) of the Trademark Security Agreement, Collateral Agent hereby assigns, transfers and delegates to Assignee, as successor, the entire right, title, and interest of Collateral Agent under the Trademark Security Agreement in the Secured Trademarks, and all of Collateral Agent's rights and obligations thereunder.
2. Pursuant to Section (iv) of the Patent Security Agreement, Collateral Agent hereby assigns, transfers and delegates to Assignee, as successor, the entire right, title, and interest of Collateral Agent under the Patent Security Agreement in the Secured Patents, and all of Collateral Agent's rights and obligations thereunder.
3. Assignee hereby acknowledges, agrees, and consents to, and agrees to be bound by, the transfer and assignment of the rights and obligations under the Trademark Security Agreement and Patent Security Agreement.
4. Except as amended herein, all other terms and conditions of the Trademark Security Agreement and Patent Security Agreement shall remain in full force and effect.
5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
6. The parties agree to execute such further instruments or documents as any of the other parties may from time to time reasonably request in order to confirm or carry out the transactions contemplated in this Assignment.

In witness whereof, the undersigned, intending to be legally bound hereby, have caused this Assignment to be executed as of the date and year first written above.

Bank of Montreal
COLLATERAL AGENT

By: Richard A. Garcia
Name: Richard A. Garcia
Title: Director
Date: March 6, 2012

Madison Capital Funding LLC
ASSIGNEE

By: _____
Name: _____
Title: _____
Date: _____

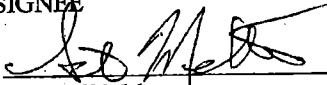
Assignment of Security Interests

In witness whereof, the undersigned, intending to be legally bound hereby, have caused this Assignment to be executed as of the date and year first written above.

Bank of Montreal
COLLATERAL AGENT

By: _____
Name: _____
Title: _____
Date: _____

Madison Capital Funding LLC
ASSIGNEE

By: 
Name: Sunil Mehta
Title: Senior Vice President
Date: March 6, 2012

Assignment of Security Interests

TRADEMARK
REEL: 004733 FRAME: 0415

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

SCHEDULE A

PATENT SECURITY AGREEMENT

I. U.S. REGISTERED PATENTS

None.

II. U.S. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Application Date</u>
Change Management in Route Based Projects - USA	12/636,862	December 14, 2009