

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	The lien created and described herein is junior and subordinate to any lien now or hereafter granted to Madison Capital Funding LLC, and its successors and assigns in accordance with the Intercreditor Agreement dated as of Sept. 28, 2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	UniversalPegasus International, Inc.		09/28/2012
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	P.O. Box 960778		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02102		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	4132248	
	Serial Number:	77801144	UNIVERSALPEGASUS INTERNATIONAL
CORRESPONDENCE DATA			
Fax Number:	2127514864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049111-0013		

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NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	09/28/2012
Total Attachments: 5 source=Universal - US Bank Second Lien TSA 049111-0013#page1.tif source=Universal - US Bank Second Lien TSA 049111-0013#page2.tif source=Universal - US Bank Second Lien TSA 049111-0013#page3.tif source=Universal - US Bank Second Lien TSA 049111-0013#page4.tif source=Universal - US Bank Second Lien TSA 049111-0013#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 28, 2012, is entered into by UniversalPegasus International Inc., a Delaware Corporation (the “Grantor”) and certain of its affiliates (collectively, the “Grantors”) and U.S. Bank National Association, as Collateral Agent for the Secured Parties (the “Secured Party”).

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement dated as of the date hereof among the Grantor and the Secured Parties (the “Security Agreement”).

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties 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, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(a) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties 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 the 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) Successors and Assigns

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

(v) Counterparts

This Agreement may be executed in any number of counterparts and 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.

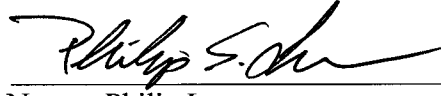
(vi) Intercreditor Agreement Governs

Notwithstanding anything herein to the contrary, the Grantor and the Collateral Agent agree that the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement (as defined in the Security Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

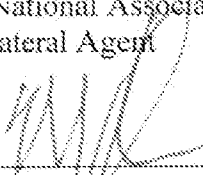
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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

UniversalPegasus International, Inc.

By: 
Name: Philip Luna
Title: President and Chief Executive Officer

U.S. Bank National Association,
as Collateral Agent

By:  _____

Name: Michael M. Hopkins
Title: Vice President

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

None.

II. U.S. TRADEMARK APPLICATIONS

Trademark	Filing Date/ Issued Date	Status	Application/Registration No.
Design (Half Globes/Diamond) – USA	8/10/09	Registered	4132248
UNIVERSALPEGASUS INTERNATIONAL . – USA	8/10/09	Pending	77/801,144