

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
System One Holdings, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Utility Partners of America, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
System One Inspection & Testing Services, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
System One VMS, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
All Systems Holding LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
Internal Address:	Commerical Loan Service Ctr./DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3528919	SYSTEM ONE	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-394-7767		
Email:	traip@thorpreed.com		

CH \$40.00 3528919

Correspondent Name: Paul D. Bangor, Jr.
Address Line 1: 301 Grant Street, 14th Floor
Address Line 2: One Oxford Centre
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	016613.107575
NAME OF SUBMITTER:	Paul D. Bangor, Jr.
Signature:	/Paul D. Bangor, Jr./
Date:	01/08/2013

Total Attachments: 9
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement, executed the 31st day of December, 2012, to be effective as of December 31, 2012 (the "Effective Date"), is made by System One Holdings, LLC, a Delaware limited liability company ("System One"), Utility Partners of America, LLC, a Delaware limited liability company ("UPA") (System One and UPA are each, a "Borrower" and collectively, the "Borrowers"), System One Inspection & Testing Services, LLC, a Delaware limited liability company ("System One Inspection"), System One VMS, LLC, a Delaware limited liability company ("VMS"), All Systems Holding LLC, a Delaware limited liability company ("Holdings") and each other Person that, after the date hereof, becomes bound hereby from time to time by joinder, assumption or otherwise (the Borrowers, System One Inspection, VMS, Holdings and such other Persons are each a "Grantor" and collectively, the "Grantors"), for the benefit of PNC Bank, National Association, as administrative and collateral agent for the Lenders (as defined in the Credit Agreement (as hereinafter defined)) (in such capacity, the "Agent") (this "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Borrowers, System One Inspection, VMS, Holdings and the other Guarantors (as defined therein) party thereto, the Lenders party thereto and the Agent, the Lenders have agreed to extend credit to the Borrowers; and

WHEREAS the Grantors have agreed, among other things, to grant to the Agent (for itself and for the benefit of the Lenders) a security interest in certain of their assets, including, without limitation, the Grantors' patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement, other than Excluded Property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and for the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising issued patents and patent applications, including, without limitation, and those U.S. issued patents and patent applications in the United States Patent and Trademark Office listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future

infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any "intent to use" trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon or the attachment or enforcement of either of the foregoing would void or invalidate such trademark, service mark or other mark), including, without limitation, the U.S. trademark registrations and trademark applications in the United States Patent and Trademark Office listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising copyrights, and all filed or issued registrations and recordings thereof, including, without limitation, the U.S. copyright registrations in the United States Copyright Office listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

5. New Patents, Trademarks and Copyrights. Each Grantor hereby authorizes the Agent as its attorney in fact to modify this Security Agreement by amending Schedules A, B, and/or C, as applicable, to include any future U.S. Patents, Trademarks and Copyrights issued, registered or applied for, as applicable, in the United States Patent and Trademark Office or

United States Copyright Office, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or United States Copyright Office, as the case may be, listing such issued, registered or applied Patents, Trademarks and Copyrights.

6. Representations and Warranties. Each Grantor represents and warrants to the Agent that, as of the Effective Date, except as otherwise set forth in the schedules hereto:

(i) The issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C are subsisting and, to each Grantor's knowledge, are not invalid and not unenforceable, except where the failure of such Patents, Trademarks and Copyrights to be subsisting, valid or enforceable would not reasonably be expected to have a Material Adverse Effect;

(ii) To such Grantor's knowledge, each of the issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C are valid and enforceable, except where the failure of such Patents, Trademarks and Copyrights to be valid or enforceable would not reasonably be expected to have a Material Adverse Effect;

(iii) Such Grantor, as applicable is the owner of the issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C and has the power and authority to enter into this Security Agreement according to its terms; and

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which such Grantor is a party or any judgment or decree by which such Grantor is bound and does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound.

7. Duties of the Grantors. Except as may be otherwise agreed to by the Agent or determined by such Grantor in its reasonable business judgment (and only to the extent included in the Collateral), each Grantor shall: (i) prosecute diligently any material U.S. patent application owned by such Grantor and any material U.S. trademark application or material service mark application owned by such Grantor that is pending as of the date hereof or thereafter, (ii) preserve and maintain all material U.S. patent applications and patents, material U.S. trademark applications, trademark registrations, service mark applications, and material U.S. service mark registrations, and material U.S. copyright registrations, in each case, owned by such Grantor, provided, however that any Grantor may, for the avoidance of doubt, abandon any application among the Patents, Trademarks, and Copyrights which are not material to the business operations of such Grantor or permit any registration among the Patents, Trademarks, and Copyrights which are not material to the business operations of such Grantor to be cancelled or expire, and (iii) take such reasonable steps if and as such Grantor determines in its reasonable business judgment are necessary, to ensure that the material U.S. copyright registrations owned by such Grantor do not become abandoned or dedicated to the public. For the avoidance of doubt, any expenses incurred in connection with the duties set forth in this Paragraph 8 shall be borne by the Grantors.

8. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations of the

Loan Parties under the Credit Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Agent (for itself and on behalf of the Lenders) shall thereupon terminate its security interest in the Patents, Trademarks and Copyrights. For the avoidance of doubt, this Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

9. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any Other Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the Other Documents but rather is intended to facilitate the exercise of such rights and remedies. To the extent there is any inconsistency between this Security Agreement and the Credit Agreement, the Credit Agreement shall control.

12. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Lenders) and its successors and assigns.

13. Governing Law. This Security Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to the conflict of Law provisions thereof.

14. Joinder. Upon the execution and delivery by any other Person of a Joinder, (i) such Person shall become a "Grantor" hereunder with the same force and effect as if it were originally a party to this Security Agreement and named as a "Grantor" on the signature pages hereto and (ii) the Schedules to this Security Agreement shall be deemed updated by the supplemental Schedules to this Security Agreement, if any, delivered pursuant to the terms of such Joinder.

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IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Security Agreement on the day and year first above written.

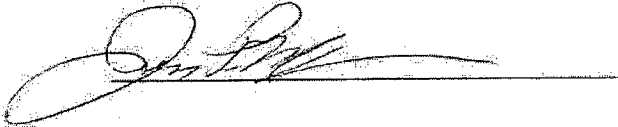
WITNESS:



WITNESS:



WITNESS:



WITNESS:



GRANTORS:

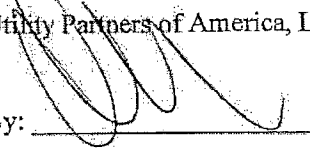
System One Holdings, LLC

By: 

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

Unity Partners of America, LLC

By: 

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

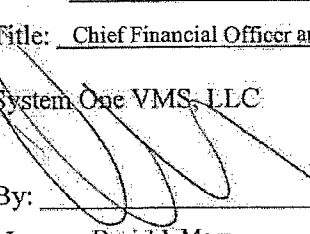
System One Inspection & Testing Services, LLC

By: 

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

System One VMS, LLC

By: 

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

W. Josephson



Daniel J. Moran
CFO

TRADEMARK

REEL: 004937 FRAME: 0928

SCHEDULE A

PATENTS

None.

(01418188)

SCHEDULE B

TRADEMARKS

Registered Trademarks

Mark	Trademark Registration	Serial Application No	Registration Date	Owner
SYSTEM ONE	3,528,919	77/374,423	November 4, 2008	System One Holdings, LLC

SCHEDULE C

COPYRIGHTS

None.

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