

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Protection Service, LP		07/18/2013	LIMITED PARTNERSHIP: CALIFORNIA
Universal Protection Security Systems, LP		07/18/2013	LIMITED PARTNERSHIP: CALIFORNIA
Universal Protection Service, LLC		07/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3106268	UNIVERSAL PROTECTION SERVICE
Registration Number:	3116465	U UNIVERSAL PROTECTION SERVICE
Registration Number:	3294037	SITE-CONTROL
Registration Number:	3839947	U UNIVERSAL PROTECTION SECURITY SYSTEMS
Registration Number:	4015222	PROGUARD BY UNIVERSAL PROTECTION SERVICE
Registration Number:	4141457	PROGUARD BY UNIVERSAL PROTECTION SERVICE
Registration Number:	4113133	UVIEW BY UNIVERSAL PROTECTION SECURITY S
Registration Number:	3967862	ENSURE YOU'RE SECURE
Registration Number:	3746773	ATMOSPHERE MANAGEMENT
Registration Number:	3842793	SMART GUARDS - SMART CHOICE
Registration Number:	1690641	SECURITY FORCES INC.

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70097-006
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	07/18/2013
Total Attachments: 5 source=Atlantis - Trademark Security Agreement (executed)#page1.tif source=Atlantis - Trademark Security Agreement (executed)#page2.tif source=Atlantis - Trademark Security Agreement (executed)#page3.tif source=Atlantis - Trademark Security Agreement (executed)#page4.tif source=Atlantis - Trademark Security Agreement (executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 18, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 18, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and GE, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guarantee and Security Agreement, dated as of July 18, 2013, in favor of the Administrative Agent (the “Guarantee and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

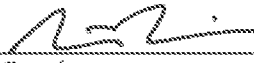
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership, as Grantor

By: 
Scott Savoie
Its Secretary

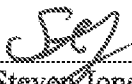
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP,
a California limited partnership, as Grantor

By: Universal Protection GP, LLC,
a Delaware limited liability company
Its General Partner

By: Universal Services of America, LP
a California limited partnership
Its Sole Member

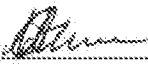
By: 
Steven Jones
Its Executive Vice President

UNIVERSAL PROTECTION SERVICE, LLC,
a Delaware limited liability company, as Grantor

By: 
Steven Jones
Its Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Salman Mukhtar
Title: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

OWNER	REGISTRATION NUMBER	TRADEMARK
Universal Protection Service, LP	Reg. 3,106,268	Universal Protection Service
Universal Protection Service, LP	Reg. 3,116,465	Universal Protection Service
Universal Protection Service, LP	Reg. 3,294,037	Site-Control
Universal Protection Security Systems, LP	Reg. 3,839,947	Universal Protection Security Systems
Universal Protection Service, LP	Reg. 4,015,222	ProGuard by Universal Protection Service
Universal Protection Service, LP	Reg. 4,141,457	ProGuard by Universal Protection Service
Universal Protection Security Systems, LP	Reg. 4,113,133	UView
Universal Protection Service, LP	Reg. 3,967,862	Ensure You're Secure
Universal Protection Service, LP	Reg. 3,746,773	Atmosphere Management
Universal Protection Service, LP	Reg. 3,842,793	Smart Guards – Smart Choice
Universal Protection Service, LLC	Reg. 1,690,641	Security Forces, Inc.
Universal Protection Service, LP	Arizona Reg. 48528	Proguard Security Services