

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USIC Locating Services, Inc.	FORMERLY SM&P Utility Resources, Inc.	07/19/2013	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Foreign Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2174411	SM&P UTILITY RESOURCES, INC.	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1111779-2405		
NAME OF SUBMITTER:	Christina Ishihara		
Signature:	/Christina Ishihara/		

Date:

07/22/2013

**Total Attachments: 6**

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**THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 19, 2013, is made by USIC Locating Services, Inc. (f/k/a SM&P Utility Resources, Inc.) (the “**Grantor**”) in favor of Deutsche Bank AG New York Branch, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of July 10, 2013 (as amended, restated, modified or supplemented from time to time, the “**Second Lien Credit Agreement**”), among Locate Merger Corp, Inc. (which on the Closing Date shall be merged with and into USIC Holdings, Inc. (the “**Borrower**”), Locate Intermediate, Inc. (“**Holdings**”), the Lenders party thereto from time to time, DEUTSCHE BANK AG NEW YORK BRANCH, as the Administrative Agent and the Collateral Agent, and the other agents and arrangers party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, the Grantor has executed and delivered that certain Second Lien Security Agreement dated July 10, 2013, among the Grantor, Holdings and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral

Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

USIC LOCATING SERVICES, INC. (f/k/a  
SM&P UTILITY RESOURCES, INC.), Grantor

By:   
Name: James J. O'Malley  
Title: Vice President, Chief Financial  
Officer, Treasurer & Secretary

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Collateral Agent and Grantee

By: \_\_\_\_\_  
Name:  
Its Duly Authorized Signatory

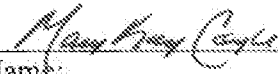
By: \_\_\_\_\_  
Name:  
Its Duly Authorized Signatory

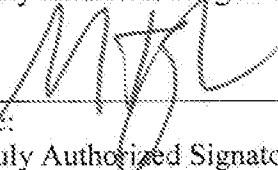
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USIC LOCATING SERVICES, INC. (f/k/a  
SM&P UTILITY RESOURCES, INC.), Grantor

By: \_\_\_\_\_  
Name: James J. O'Malley  
Title: Vice President, Chief Financial  
Officer, Treasurer & Secretary

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Duly Authorized Signatory

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
SM&P Utility Resources, Inc.	75209160 / 2174411	12/5/1996 / 7/21/1998