

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																																				
CONVEYING PARTY DATA																																					
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Name:	PNC Bank																																				
Street Address:	500 First Avenue																																				
City:	Pittsburgh																																				
State/Country:	PENNSYLVANIA																																				
Postal Code:	15219																																				
Entity Type:	National Association: PENNSYLVANIA																																				
PROPERTY NUMBERS Total: 11																																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3695946</td> <td></td> </tr> <tr> <td>Registration Number:</td> <td>4373229</td> <td>US BRITE</td> </tr> <tr> <td>Registration Number:</td> <td>3672128</td> <td>FM FACILITY MAINTENANCE MADE SIMPLE.</td> </tr> <tr> <td>Registration Number:</td> <td>4223616</td> <td>FM FACILITY MAINTENANCE MADE SIMPLE.</td> </tr> <tr> <td>Registration Number:</td> <td>3672127</td> <td>FM FACILITY MAINTENANCE</td> </tr> <tr> <td>Registration Number:</td> <td>2737955</td> <td>FUSION TECHNOLOGY</td> </tr> <tr> <td>Registration Number:</td> <td>4016778</td> <td>FUSION</td> </tr> <tr> <td>Registration Number:</td> <td>4016777</td> <td>FUSION</td> </tr> <tr> <td>Registration Number:</td> <td>2942344</td> <td>FIRST SERVICE NETWORKS</td> </tr> <tr> <td>Registration Number:</td> <td>2737643</td> <td>FIRST SERVICE NETWORKS</td> </tr> <tr> <td>Registration Number:</td> <td>2617357</td> <td></td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3695946		Registration Number:	4373229	US BRITE	Registration Number:	3672128	FM FACILITY MAINTENANCE MADE SIMPLE.	Registration Number:	4223616	FM FACILITY MAINTENANCE MADE SIMPLE.	Registration Number:	3672127	FM FACILITY MAINTENANCE	Registration Number:	2737955	FUSION TECHNOLOGY	Registration Number:	4016778	FUSION	Registration Number:	4016777	FUSION	Registration Number:	2942344	FIRST SERVICE NETWORKS	Registration Number:	2737643	FIRST SERVICE NETWORKS	Registration Number:	2617357		
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CORRESPONDENCE DATA																																					

OP \$290.00 3695946

Fax Number: 2158325619

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

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:

074658-13050

NAME OF SUBMITTER:

Timothy D. Pecsénye

Signature:

/Timothy D. Pecsénye/

Date:

09/06/2013

**Total Attachments: 7**

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## TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement (this "Agreement") is made as of this 5<sup>th</sup> day of September, 2013, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among FIRST SERVICE NETWORKS, INC., a Maryland corporation ("FSN"), FM GLOBAL HOLDINGS, INC., a Delaware corporation ("FM"), IPT, LLC, a Connecticut limited liability company ("IPT"), US SIGNS, LLC, a Connecticut limited liability company ("US Signs"), FSN HOLDINGS, INC., a Delaware corporation ("FSN Holdings"), NATIONAL ACCOUNTS, INC., a Delaware corporation ("National Accounts" and, together with FSN Holdings, US Signs, IPT, FM, FSN and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral");

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantors identified in such written notice provided by Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

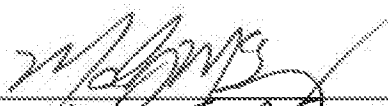
7. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than indemnification and contingent Obligations for which no claim has yet been made. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*


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

GRANTORS:

FIRST SERVICE NETWORKS, INC.

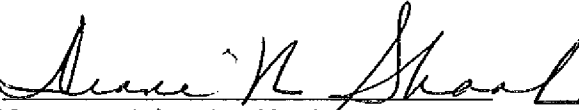
By:   
Name: Mark S. McDermoney  
Title: VICE PRESIDENT

IPT, LLC

By:   
Name: Mark J. McDermoney  
Title: VICE PRESIDENT

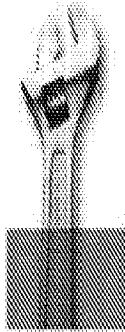

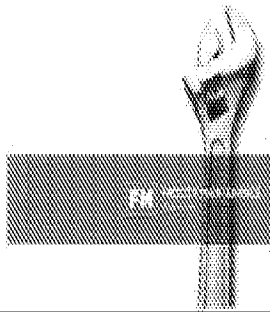
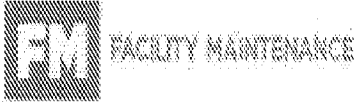
ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Diane M. Shaak  
Title: Senior Vice President

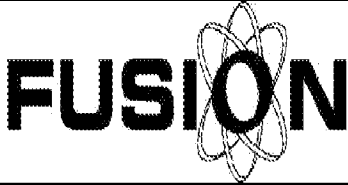

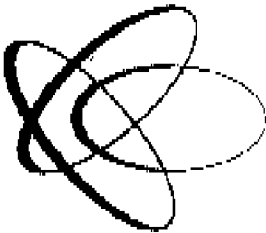
SCHEDULE I  
TO  
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks

#	Grantor	Country	Trademark	Application/ Registration Number	Application/ Registration Date
1.	IPT, LLC	USA		3695946	October 13, 2009
2.	IPT, LLC	USA	US BRITE	4373229	July 23, 2013
3.	IPT, LLC	USA		3672128	August 25, 2009
4.	IPT, LLC	USA		4223616	October 16, 2012
5.	IPT, LLC	USA		3672127	August 25, 2009
6.	First Service Networks, Inc.	USA	FUSION TECHNOLOGY	2737955	July 15, 2003

Trademark and Patent Security Agreement

**TRADEMARK**  
**REEL: 005106 FRAME: 0585**

#	Grantor	Country	Trademark	Application/ Registration Number	Application/ Registration Date
7.	First Service Networks, Inc.	USA		4016778	August 23, 2011
8.	First Service Networks, Inc.	USA	FUSION	4016777	August 23, 2011
9.	First Service Networks, Inc.	USA		2942344	April 19, 2005
10.	First Service Networks, Inc.	USA	FIRST SERVICE NETWORKS	2737643	July 15, 2003
11.	First Service Networks, Inc.	USA		2617357	September 10, 2002

## PATENTS

#	Grantor	Country	Patent/Patent Application	Patent/Application Number	Application/ Registration Date
1.	First Service Networks, Inc.	USA	Online reduction in repair and maintenance costs	US7685076 B2	Mar 23, 2010
2.	First Service Networks, Inc.	USA	System and method for facilitating electronic transactions in a facilities management computing environment	13/838,193	Mar 15, 2013
3.	First Service Networks, Inc.	USA	Hybrid system and method for selecting and deploying field technicians in a facilities management hybrid workforce	13/838,494	Mar 15, 2013
4.	First Service Networks, Inc.	USA	System and method for reducing customer noise in a facilities management computing environment	13/843,606	Mar 15, 2013

Trademark and Patent Security Agreement

#	Grantor	Country	Patent/Patent Application	Patent/Application Number	Application/Registration Date
5.	First Service Networks, Inc.	USA	System and method for controlling the elements of parts and labor costs in a facilities management computing environment	13/844,777	Mar 15, 2013

Trademark and Patent Security Agreement