

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Dixie Electric, LLC</td> <td></td> <td>12/18/2013</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> <tr> <td>Epic Integrated Services, LLC</td> <td></td> <td>12/18/2013</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Dixie Electric, LLC		12/18/2013	LIMITED LIABILITY COMPANY: TEXAS	Epic Integrated Services, LLC		12/18/2013	LIMITED LIABILITY COMPANY: TEXAS
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>UBS AG, Stamford Branch, as Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>677 Washington Boulevard, 6th Floor</td> </tr> <tr> <td>City:</td> <td>Stamford</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06901</td> </tr> <tr> <td>Entity Type:</td> <td>Bank: SWITZERLAND</td> </tr> </table>		Name:	UBS AG, Stamford Branch, as Collateral Agent	Street Address:	677 Washington Boulevard, 6th Floor	City:	Stamford	State/Country:	CONNECTICUT	Postal Code:	06901	Entity Type:	Bank: SWITZERLAND
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PROPERTY NUMBERS Total: 2													
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Registration Number:	4026431	EPIC											
CORRESPONDENCE DATA													
Fax Number: 2123037064 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 212 318 6824 Email: christinedionne@paulhastings.com Correspondent Name: Christine Dionne c/o Paul Hastings LLP Address Line 1: 75 East 55th Street Address Line 4: New York, NEW YORK 10022													
ATTORNEY DOCKET NUMBER:	78442.00090												
NAME OF SUBMITTER:	Christine Dionne												

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Signature:	/Christine Dionne/
Date:	12/18/2013
Total Attachments: 5 source=UBS-Bison - Trademark Security Agreement (executed)(107649193_1)#page1.tif source=UBS-Bison - Trademark Security Agreement (executed)(107649193_1)#page2.tif source=UBS-Bison - Trademark Security Agreement (executed)(107649193_1)#page3.tif source=UBS-Bison - Trademark Security Agreement (executed)(107649193_1)#page4.tif source=UBS-Bison - Trademark Security Agreement (executed)(107649193_1)#page5.tif	

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 18, 2013, (this “**Agreement**”), among Dixie Electric, LLC, a Texas limited liability company and Epic Integrated Services, LLC, a Texas limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”), and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of December 18, 2013 (the “**Security Agreement**”), among FR DIXIE HOLDINGS CORP., a Delaware corporation (“**Parent**”), FR DIXIE ACQUISITION CORP., a Delaware corporation (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of December 18, 2013 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Parent, the other Guarantors from time to time party thereto, UBS AG, STAMFORD BRANCH, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantors arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all

extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

DIXIE ELECTRIC, LLC,
as a Grantor

By: 

Name: Scott Smith

Title: Chief Financial Officer

EPIC INTEGRATED SERVICES, LLC,
as a Grantor

By: 


Name: Scott Smith

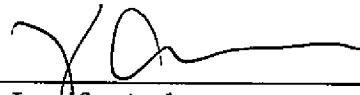
Title: Vice President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005176 FRAME: 0589

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Lana Gifas
Title: Director

By: 
Name: Jennifer Anderson
Title: Associate Director

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
Dixie Electric (& Design)	US	Dixie Electric, LLC	3,328,448
EPIC	US	Epic Integrated Services, LLC	4,026,431

Schedule I-1

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RECORDED: 12/18/2013

TRADEMARK
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