

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
UNITED RECOVERY SYSTEMS, LP		12/27/2013	CORPORATION:
ENTERPRISE RECOVERY SYSTEMS, INC.		12/27/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	THE CIT GROUP/BUSINESS CREDIT, INC.
Street Address:	505 Fifth Avenue
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85734766	PLAZA RECOVERY
Serial Number:	85734775	PLAZA RECOVERY, INC.
Serial Number:	85734770	ACB RECOVERY
Serial Number:	85734777	ACB RECOVERY
Serial Number:	85736188	ENTERPRISE RECOVERY SYSTEMS
Serial Number:	85738762	ERS ENTERPRISE RECOVERY SYSTEMS, INC.

CORRESPONDENCE DATA

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

Email: cselden@jonesday.com
 Correspondent Name: Clare Selden

CH \$165.00 85734766

Address Line 1: 100 High Street
Address Line 2: Jones Day
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 973429-365007

NAME OF SUBMITTER: Clare Selden

Signature: /Clare Selden/

Date: 12/27/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2013, among UNITED RECOVERY SYSTEMS, LP, a Texas limited partnership, and ENTERPRISE RECOVERY SYSTEMS, INC., an Illinois corporation (collectively, the "Grantors"), and THE CIT GROUP/BUSINESS CREDIT, INC., acting in the capacity as Administrative Agent for the benefit of itself and the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Amended and Restated Credit and Guaranty Agreement dated as of December 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the other borrowers and guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors.

WHEREAS pursuant to the Second Amended and Restated Security and Pledge Agreement, dated as of March 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, each Grantor granted to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned, or hereafter acquired by such Grantor to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantors hereby grant to the Administrative Agent a security interest in all of their right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired but excluding any Excluded Asset (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Termination

Upon the Termination Date (as defined in the Credit Agreement), the Administrative Agent shall, at the Grantors' expense, execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

Section 7. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

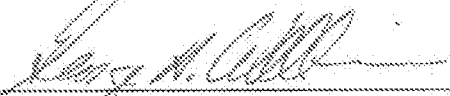
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IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

UNITED RECOVERY SYSTEMS, LP

By: URS Management, LLC,
its General Partner

By: 

Name: George A. Williams
Title: Chief Financial Officer

**ENTERPRISE RECOVERY SYSTEMS,
INC.**

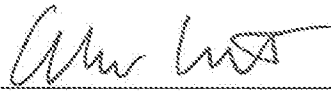
By: 

Name: George A. Williams
Title: Treasurer

(IP Security Agreement)

ADMINISTRATIVE AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC., as
Administrative Agent

By: 
Name: Andrew Crist
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement]

SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS:

Record Owner	Trademark	Jurisdiction	Registration/ Application Number	Registration Date
United Recovery Systems, LP	"Plaza Recovery, Inc."	U.S.	85/734766	Application Pending [Filed September 21, 2012]
United Recovery Systems, LP	"Plaza Recovery Inc." and design	U.S.	85/734775	Application Pending [Filed September 21, 2012]
United Recovery Systems, LP	"ACB Recovery"	U.S.	85/734770	Application Pending [Filed September 21, 2012]
United Recovery Systems, LP	"ACB Recovery" and design	U.S.	85/734777	Application Pending [Filed September 21, 2012]
Enterprise Recovery Systems	"Enterprise Recovery Systems"	U.S.	85/736188	Application Pending [Filed September 24, 2012]
Enterprise Recovery Systems	"ERS" and design: 	U.S.	85/738762	Application Pending [Filed September 26, 2012]