

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC as successor to Bank of Montreal		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Madison Capital Funding LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UniversalPegasus International, Inc.		
<b>Street Address:</b>	4848 Loop Central Drive, Suite 137		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77081		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4132248		
<b>Serial Number:</b>	77801144	UNIVERSALPEGASUS INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136515246		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	713-651-5567		
<b>Email:</b>	annie.aymond@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Fulbright & Jaworski LLP / Annie Aymond		
<b>Address Line 1:</b>	1301 McKinney Street		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	11400650-MADISON/ENSCO-PA		
<b>NAME OF SUBMITTER:</b>	Annie Aymond		
<b>SIGNATURE:</b>	/Annie Aymond/		
<b>DATE SIGNED:</b>	05/30/2014		
<b>Total Attachments: 3</b>			

OP \$65.00 4132248

source=MC5. Madison Capital\_Trademark Release#page1.tif  
source=MC5. Madison Capital\_Trademark Release#page2.tif  
source=MC5. Madison Capital\_Trademark Release#page3.tif

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 30, 2014, by Madison Capital Funding, LLC (the "Collateral Agent"), in favor of UniversalPegasus International, Inc. (the "Grantor").

WHEREAS, the Grantor granted a security interest in certain intellectual property, including certain trademarks (the "Original Security Interest") to Bank of Montreal and recorded at the United States Patent and Trademark Office on October 4, 2010 at Reel/Frame 4289/0542;

WHEREAS, the Original Security Interest was assigned to Collateral Agent by Assignor Bank of Montreal and recorded at the United States Patent and Trademark Office on March 8, 2012 at Reel/Frame 4733/0411;

WHEREAS, pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of September 28, 2012, by and among UP SUPPORT SERVICES INC., a Delaware corporation ("Support"), PEGASUS INTERNATIONAL, INC., a Texas corporation ("Pegasus"), and UNIVERSAL ENSCO, INC., a Texas corporation ("Enesco", and, together with Pegasus and Support, the "Borrower"), UNIVERSALPEGASUS INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("Parent"), UNIVERSALPEGASUS INTERNATIONAL, INC., a Delaware corporation ("Holdings") and certain subsidiaries of the Borrower, as grantors, and the Collateral Agent, as grantee (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"; each capitalized term used but not defined herein shall have the meaning given to it in the Security Agreement), Grantor reaffirmed and restated its prior grant to the Collateral Agent of a security interest in the Trademarks (together with the Original Security Interest, the "Security Interest"); and

WHEREAS, Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

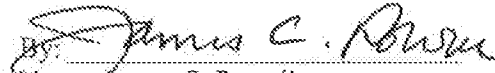
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent agrees as follows:

1. Collateral Agent hereby terminates, releases and discharges its Security Interest in the trademarks listed on **Schedule A** hereto (the "Trademarks"), without recourse, representation or warranty, and any right, title or interest of Collateral Agent in such Trademarks shall hereby cease and become void.
2. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents reasonably requested and to do such other acts as may be reasonably necessary to affect the release of the Security Interest contemplated hereby.
3. This Release shall be governed by, and construed in accordance with the laws of the State of New York.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Collateral Agent has caused this TERMINATION AND  
RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date  
first written above.

MADISON CAPITAL FUNDING LLC

A handwritten signature in black ink that reads "James C. Powell". The signature is written in a cursive style and is positioned above a horizontal dotted line.

Name: James C. Powell

Title: Director

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

Assignor	Assignee	Trademark/ Patent	Application/ Registration Number	Recordation Date	Reel/Frame
UniversalPegasus International, Inc.	Madison Capital Funding LLC, as successor to Bank of Montreal	Trademark	Registration 4132248	10/04/2010	4289/0542
UniversalPegasus International, Inc.	Madison Capital Funding LLC, as successor to Bank of Montreal	Trademark	77/801,144	10/04/2010	4289/0542
UniversalPegasus International, Inc.	Madison Capital Funding LLC	Trademark	Registration 4132248	03/08/2012	4733/0411
UniversalPegasus International, Inc.	Madison Capital Funding LLC, as successor to Bank of Montreal	Trademark	77/801,144	03/08/2012	4733/0411