

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		05/30/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	UniversalPegasus International, Inc.		
Street Address:	4848 Loop Central Drive, Suite 137		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77081		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4132248		
Serial Number:	77801144	UNIVERSALPEGASUS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	Fulbright & Jaworski LLP / Annie Aymond		
Address Line 1:	1301 McKinney Street		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	11400650-US BANK-TMS		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	05/30/2014		
Total Attachments: 3			
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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 U.S. Bank National Association (the "Collateral Agent") in favor of UniversalPegasus International, Inc. (the "Grantor").

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 ("Enseo", 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 by not defined herein shall have the meaning given to it in the Security Agreement), Grantor granted to the Collateral Agent a continuing security interest in certain Intellectual Property, including certain trademarks (the "Security Interest");

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of September 28, 2012 between Grantor and the Collateral Agent (the "Trademark Security Agreement"), Grantor reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in the Trademarks (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on September 28, 2012 at Reel/Frame 4869/0430;

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

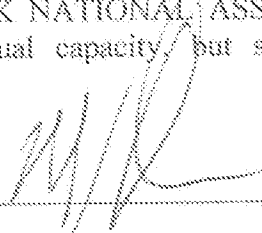
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent agrees as follows:

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.
4. U.S. Bank National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Security Agreement and Trademark Security Agreement and not in its individual capacity. Any representation, undertaking or agreement herein made on the part of the Collateral Agent is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and under no circumstances shall U.S. Bank

National Association be personally liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Collateral Agent hereunder.

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.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as Collateral Agent

By: 
Name: _____
Title: Michael M. Hopkins
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Assignor	Assignee	Trademark/ Patent	Application/ Registration Number	Recordation Date	Reel/Frame
UniversalPegasus International, Inc.	U.S. Bank National Association	Trademark	Registration 4132248	09/28/2012	4869/0430
UniversalPegasus International, Inc.	U.S. Bank National Association	Trademark	Application 77/801,144	09/28/2012	4869/0430