

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309130

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|---|--|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UNIVERSALPEGASUS INTERNATIONAL, INC. | | 06/27/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Collateral Agent | | |
| Street Address: | 10 S. Dearborn | | |
| Internal Address: | 7th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank: OHIO | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4132248 | | |
| Serial Number: | 77801144 | UNIVERSALPEGASUS INTERNATIONAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F150534 | | |
| NAME OF SUBMITTER: | Rick Harrison | | |
| SIGNATURE: | /Rick Harrison/ | | |
| DATE SIGNED: | 06/30/2014 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

June 27, 2014

WHEREAS, UniversalPegasus International, Inc., a Delaware corporation (herein referred to as the “**Grantor**”), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, HUNTINGTON INGALLS INDUSTRIES, INC. (the “**Borrower**”), the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, Issuing Bank and Swingline Lender, and WELLS FARGO BANK, N.A., as Swingline Lender, are parties to that certain Amended and Restated Credit Agreement dated as of November 6, 2013, (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of March 30, 2011 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, for the benefit of the Secured Parties, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto under which a Trademark registered with the United States Patent and Trademark Office (including a Trademark that is subject to a pending application for registration) is exclusively licensed to the Grantor, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License under which exclusive rights are granted to the Grantor, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business

connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee for the benefit of the Secured Parties pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

UNIVERSALPEGASUS INTERNATIONAL,
INC.

By: D. R. Wyatt
Name: D. R. Wyatt
Title: Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

UNIVERSALPEGASUS INTERNATIONAL,
INC.

By: _____
Name: D. R. Wyatt
Title: Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: Barry Bergman
Title: Managing Director

**Schedule 1
to Trademark
Security Agreement**

UNIVERSALPEGASUS INTERNATIONAL, INC.

U.S. TRADEMARK REGISTRATIONS

| <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|------------------------------|-----------------|------------------|
| Design (Half Globes/Diamond) | 4,132,248 | April 24, 2012 |

U.S. TRADEMARK APPLICATIONS

| <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|--------------------------------|-----------------|------------------|
| UNIVERSALPEGASUS INTERNATIONAL | 77/801,144 | August 10, 2009 |

**TRADEMARK LICENSES (INFORMATION REGARDING
REGISTERED TRADEMARKS SHOULD BE INCLUDED)**

| <u>Name of Agreement</u> | <u>Parties Licensor/Licensee</u> | <u>Date of Agreement</u> | <u>Subject Matter</u> |
|------------------------------|--------------------------------------|------------------------------|---------------------------|
|------------------------------|--------------------------------------|------------------------------|---------------------------|