TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL QUALITY ASSURANCE - U.S.A., INC.		03/05/2015	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	GCI CAPITAL MARKETS LLC, as Administrative Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4316490	UNITEK TECHNICAL SERVICES

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.048
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	03/06/2015

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 5, 2015, by and between NATIONAL QUALITY ASSURANCE – U.S.A., INC., a Massachusetts corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 22, 2013 by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Borrowers;

WHEREAS, as a condition to the availability of the Loans and other financial accommodations under the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantor execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of the November 22, 2013 by and among Grantor and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement and/or Credit Agreement, as applicable.

SECTION II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto together with any goodwill associated therewith, and all proceeds and products thereof.

SECTION III. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

SECTION IV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission (including, ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION V. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

TRADEMARK
REEL: 005472 FRAME: 0692

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

NATIONAL QUALITY ASSURANCE – U.S.A., INC.,
a Massachusetts corporation

By: Rachel Joshi
Name: Rachel Joshi
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: GC Advisors LLC, its sole member

By: _____
Name: Marc C. Robinson
Title: Managing Director

Schedule A

Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
UNITEK TECHNICAL SERVICES	85690780	Registered	4316490	04/09/13	National Quality Assurance – U.S.A., Inc.