

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336794

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Belfor USA Group, Inc.		03/31/2015	CORPORATION: COLORADO
Belfor Europe GmbH		03/31/2015	CORPORATION: GERMANY
Hoodz International LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 S. Dearborn, 7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	4693633	BELFOR UNIVERSITY
<b>Serial Number:</b>	86280523	BELFOR UNIVERSITY SKILL TECHNOLOGY INTEG
<b>Serial Number:</b>	86497230	BELFOR PROPERTY RESTORATION
<b>Serial Number:</b>	86264034	BUDDY HANDLE
<b>Serial Number:</b>	86264035	DYNOTRAP
<b>Serial Number:</b>	86264036	TEXAS T BAG
<b>Serial Number:</b>	86264037	GRILLAPILLA
<b>Serial Number:</b>	86264038	CLEAN DRIP
<b>Serial Number:</b>	86370397	ENDURE SWIVEL
<b>Serial Number:</b>	86457803	HOODZ

## CORRESPONDENCE DATA

Fax Number: 6502515002

*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: (650) 251-5094

Email: ksolomon@stblaw.com

Correspondent Name: Linda M. Nyberg, Esq.

TRADEMARK

**Address Line 1:** Simpson Thacher & Bartlett LLP  
**Address Line 2:** 2475 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 509265/1209

**NAME OF SUBMITTER:** Linda M. Nyberg

**SIGNATURE:** /lmn/

**DATE SIGNED:** 03/31/2015

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 31, 2015, is made by BELFOR USA GROUP, INC. (the "Borrower"), a Colorado corporation, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009, BELFOR EUROPE GmbH (the "European Borrower"), a German corporation, located at 47119 Duisburg-Ruhrort, Franz-Haniel-Platz 6-8, Federal Republic of Germany and HOODZ INTERNATIONAL LLC, a Delaware limited liability company, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 (collectively with the Borrower and the European Borrower, the "Grantors", and each a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 3, 2006, as amended and restated as of December 4, 2007, as further amended and restated as of April 8, 2011 and as further amended and restated as of April 10, 2013 (as further amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among BELFOR HOLDINGS INC., a Delaware corporation ("Holdings"), BELFOR (USA) LTD., a Delaware corporation ("Parent"), the Borrower, the European Borrower, BELFOR (CANADA) INC, a Canadian corporation (the "Canadian Borrower," and collectively with the Borrower and the European Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement, certain other parties and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, Holdings, Parent, the Borrower, and each U.S. Subsidiary Guarantor are parties to the Amended and Restated Guarantee and Collateral Agreement, dated as of April 10, 2013 (as further amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Existing Credit Agreement, each Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Existing Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

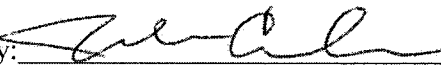
SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Existing Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) 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 terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

BELFOR USA GROUP, INC.,  
BELFOR EUROPE GmbH,  
HOODZ INTERNATIONAL LLC,  
each as Grantor

By: 

Name: Joseph Ciolino

Title: Authorized Representative

Grant of Security Interest in Trademark Rights

**TRADEMARK**  
**REEL: 005488 FRAME: 0981**

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: **Wieslaw R. Sliwinski**  
Title: **Authorized Signer**

## SCHEDULE A

### U.S. Trademark Registrations and Applications

<b>Title</b>	<b>Owner</b>	<b>Reg. No./ App. No.</b>
BELFOR UNIVERSITY	Belfor USA Group Inc.	4,693,633
BELFOR UNIVERSITY SKILL TECHNOLOGY INTEGRITY EMPATHY LEARN AND DO THE RIGHT THING	Belfor USA Group Inc.	86280523
BELFOR PROPERTY RESTORATION	Belfor USA Group Inc.	86497230
RED ALERT	Belfor Europe GmbH	3,362,607
BUDDY HANDLE	Hoodz International LLC	86264034
DYNOTRAP	Hoodz International LLC	86264035
TEXAS T BAG	Hoodz International LLC	86264036
GRILLAPILLA	Hoodz International LLC	86264037
CLEAN DRIP	Hoodz International LLC	86264038
ENDURE SWIVEL	Hoodz International LLC	86370397
HOODZ	Hoodz International LLC	86457803