

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proserv Operations, Inc.		04/14/2015	CORPORATION: TEXAS
PROSERV UK LIMITED		04/14/2015	Private Company Limited by Shares: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as Collateral Agent		
Street Address:	452 Fifth Avenue - 8E6		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3862834	GILMORE	
Registration Number:	3862833	GVC	
Registration Number:	3862828	GILMORE	
Registration Number:	4109147	ARGUS SUBSEA	
Registration Number:	2543748	CAC	
Registration Number:	2528865	CAC	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	90921.00006 (FIRST LIEN)		
NAME OF SUBMITTER:	Christine Dionne		

CH \$165.00 3862834

SIGNATURE:	/Christine Dionne/
DATE SIGNED:	04/14/2015
Total Attachments: 5 source=PROSERV First Lien Trademark Security Agreement#page1.tif source=PROSERV First Lien Trademark Security Agreement#page2.tif source=PROSERV First Lien Trademark Security Agreement#page3.tif source=PROSERV First Lien Trademark Security Agreement#page4.tif source=PROSERV First Lien Trademark Security Agreement#page5.tif	

FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 14, 2015, (this "**Agreement**"), among Proserv Operations Inc., a Texas corporation (the "**U.S. Grantor**"), and Proserv UK Limited, a private company limited by shares organized under the laws of England and Wales (the "**U.K. Grantor**" and together with the U.S. Grantor, the "**Grantors**" and each a "**Grantor**"), and HSBC Bank USA, National Association, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the U.S. First Lien Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "**U.S. First Lien Security Agreement**"), among, inter alia, ProServ Global Inc., a Delaware corporation ("**Holdings**"), Proserv US LLC, a Delaware limited liability company (the "**U.S. Borrower**"), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent, (b) the First Lien Credit Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the "**Credit Agreement**"), among, inter alia, Holdings, the U.S. Borrower, ProServ Operations Limited, a private company limited by shares incorporated under the laws of England and Wales (the "**U.K. Borrower**"), Proserv Delaware LLC, a Delaware limited liability company (the "**U.K. Co-Borrower**", and together with the U.K. Borrower, the "**U.K. Borrowers**", and together with the U.S. Borrower, the "**Borrowers**", and each a "**Borrower**"), the other Guarantors from time to time party thereto, HSBC Bank USA, National Association, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**") and the other agents named therein and (c) the Bond and Floating Charge, dated as of December 19, 2014 (the "**Bond and Floating Charge**"), granted by the U.K. Grantor in favor of the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each of the Grantors is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. First Lien Security Agreement. The rules of construction specified in Section 1.01(b) of the U.S. First Lien Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the U.S. Obligations (or in the case of the U.K. Grantor, the U.K. Obligations (as defined in the Credit Agreement)), including the Guaranty, each Grantor, pursuant to the U.S. First Lien Security Agreement (or in the case of the U.K. Grantor, pursuant to the Bond and Floating Charge), hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration

applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"), and

(b) all goodwill associated with or symbolized by the Trademarks,

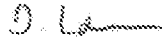
excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interests granted to the Collateral Agent pursuant to the U.S. First Lien Security Agreement (or in the case of the U.K. Grantor, the Bond and Floating Charge). Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. First Lien Security Agreement and the Bond and Floating Charge, as applicable, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. First Lien Security Agreement or the Bond and Floating Charge, as applicable, the terms of the U.S. First Lien Security Agreement or the Bond and Floating Charge, as applicable, shall govern.

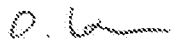
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROSERV OPERATIONS INC.,
as a Grantor

By: 
Name: Davis Larssen
Title: Vice President

PROSERV UK LIMITED,
as a Grantor

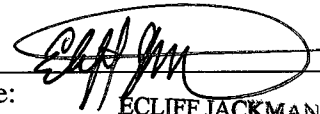
By: 
Name: Davis Larssen
Title: Director

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: _____

Title: _____


ECLIFF JACKMAN
VICE PRESIDENT

United States Trademarks and Trademark Applications

<u>No.</u>	<u>Mark</u>	<u>Record Owner</u>	<u>Reg. No. / App. No.</u>
1.	 GILMORE & Design (Stallion Centered)	Proserv Operations Inc.	3862834
2.	 GVC & Design (Stallion)	Proserv Operations Inc.	3862833
3.	 GILMORE & Design (Stallion running above to the right)	Proserv Operations Inc.	3862828
4.	ARGUS SUBSEA (Word)	Proserv Operations Inc.	4109147
5.	PROSERV (Text)	Proserv UK Limited	-
6.	PROSERV (Logo) 	Proserv UK Limited	-
7.	 CAC (Logo)	Proserv Operations Inc.	2543748
8.	CAC (Typed Drawing)	Proserv Operations Inc.	2528865