

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Proserv Operations, Inc.		04/14/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3862834	GILMORE	
<b>Registration Number:</b>	3862833	GVC	
<b>Registration Number:</b>	3862828	GILMORE	
<b>Registration Number:</b>	4109147	ARGUS SUBSEA	
<b>Registration Number:</b>	2543748	CAC	
<b>Registration Number:</b>	2528865	CAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	90921.00006 (SECOND LIEN)		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		

CH \$165.00 3862834

<b>DATE SIGNED:</b>	04/14/2015
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**Total Attachments: 5**

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SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 14, 2015, (this “**Agreement**”), among Proserv Operations Inc., a Texas corporation (the “**Grantor**”) and UBS AG, Stamford Branch, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Second Lien Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “**U.S. Second Lien Security Agreement**”), among, inter alia, ProServ Global Inc., a Delaware corporation (“**Holdings**”), Proserv US LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the Second 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 Borrower, the other Guarantors from time to time party thereto, UBS AG, Stamford Branch, 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. The Lenders have agreed to extend credit to the Borrower 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. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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. Second Lien Security Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Second 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 Obligations, including the Guaranty, the Grantor, pursuant to the U.S. Second Lien Security Agreement, 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 the Grantor or in which the 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.

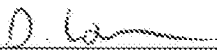
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interests granted to the Collateral Agent pursuant to the U.S. Second Lien Security Agreement. The 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. Second Lien Security Agreement, 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. Second Lien Security Agreement, the terms of the U.S. Second Lien Security Agreement shall govern.

SECTION 4. Junior Lien Intercreditor Agreement. Notwithstanding any other provision contained herein, the liens and security interests granted to the Collateral Agent pursuant to any Loan Document (including, without limitation, this Supplement) and the exercise of any rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Junior Lien Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Supplement and the Junior Lien Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the Senior Secured Parties and the Second Priority Debt Parties (as each such term is defined in the Junior Lien Intercreditor Agreement), the provisions of the Junior Lien Intercreditor Agreement shall control.

[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.

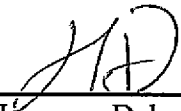
PROSERV OPERATIONS INC.,  
as a Grantor

By:   
Name: Davis Larssen  
Title: Vice President

Second Lien Trademark Security Agreement





**TRADEMARK**  
**REEL: 005497 FRAME: 0198**

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Housseem Daly  
Title: Associate Director

By:   
Name: Craig Pearson  
Title: Associate Director

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.	 CAC (Logo)	Proserv Operations Inc.	2543748
6.	CAC (Typed Drawing)	Proserv Operations Inc.	2528865