

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNITED SUBCONTRACTORS, INC.		05/01/2015	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	211 Perimeter Center Parkway, Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2693355	KENOSA	
<b>Registration Number:</b>	2982901	ALL-PURPOSE WINDOWS AND DOORS	
<b>Registration Number:</b>	2982902	ALL-PURPOSE WINDOWS AND DOORS	
<b>Registration Number:</b>	2982903	ALL-PURPOSE WINDOWS AND DOORS	
<b>Registration Number:</b>	2954811	ALL-PURPOSE WINDOWS AND DOORS	
<b>Registration Number:</b>	2982904	ALL-PURPOSE WINDOWS AND DOORS	
<b>Registration Number:</b>	4676666	USI BUILDING SOLUTIONS	
<b>Serial Number:</b>	86337239	USI CONSTRUCTION SERVICES	
<b>Serial Number:</b>	86337245	SMART TRUCK	
<b>Registration Number:</b>	4705245	USI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	404-572-3431		
<b>Email:</b>	cfraser@kslaw.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding		

CH \$265.00 2693355

<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3521
<b>ATTORNEY DOCKET NUMBER:</b>	USI - 52990.515042
<b>NAME OF SUBMITTER:</b>	Carol Fraser
<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	05/01/2015
<b>Total Attachments: 6</b> source=USI Trademark Security Agreement#page1.tif source=USI Trademark Security Agreement#page2.tif source=USI Trademark Security Agreement#page3.tif source=USI Trademark Security Agreement#page4.tif source=USI Trademark Security Agreement#page5.tif source=USI Trademark Security Agreement#page6.tif	

**Intellectual Property Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 1, 2015 (this "Security Agreement"), is made by UNITED SUBCONTRACTORS, INC., a Utah corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, USI Senior Holdings, Inc., a Delaware corporation ("Holdings"), USI Intermediate Holdings, Inc., a Delaware corporation ("Intermediate Holdings"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of May 1, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, Holdings, Intermediate Holdings, Grantor and certain of Grantor's Subsidiaries have entered into the Guaranty and Security Agreement, dated as of May 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**      **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i)      all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii)      all renewals and extensions of the foregoing;

(iii)      all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv)      all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**     **Guaranty and Security Agreement.**   The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Representation and Warranty.**   Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5**     **Grantor Remains Liable.**   The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

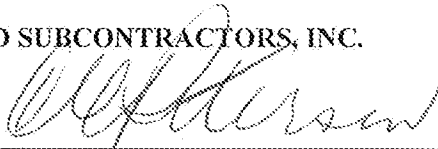
**Section 6**     **Counterparts.**   This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7**     **Governing Law.**   This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

**UNITED SUBCONTRACTORS, INC.**

By: \_\_\_\_\_



Name: Curtis E. Petersen

Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**, as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

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

**UNITED SUBCONTRACTORS, INC.**

By: \_\_\_\_\_  
Name: Curtis E. Petersen  
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**, as Administrative Agent

By: David J. Sharp  
Name: David J. Sharp  
Title: Vice President

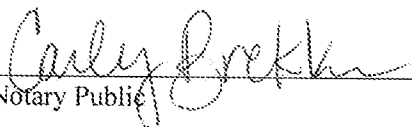
ACKNOWLEDGMENT OF GRANTOR

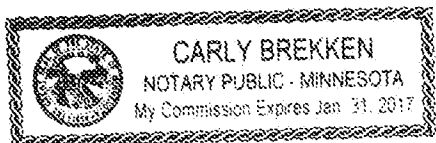
State of Minnesota)

) ss.

County of Ramsey)

On this 1<sup>st</sup> day of May, 2015 before me personally appeared Curtis E. Petersen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of United Subcontractors, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.



  
Notary Public



**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Class</b>	<b>Registration / Application No. and Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
Kenosa		2693355 March 4, 2003	United Subcontractors, Inc.	
All-Purpose Windows and Doors		2982901 August 9, 2005		
All-Purpose Windows and Doors		2982902 August 9, 2005		
All-Purpose Windows and Doors		2982903 August 9, 2005		
All-Purpose Windows and Doors		2954811 May 24, 2005		
All-Purpose Windows and Doors		2982904 August 9, 2005		
		4676666 January 20, 2015		
USI CONSTRUCTION SERVICES		86337239 July 15, 2014		
SMART TRUCK		86337245 July 15, 2014		
		4705245 March 17, 2015		

**II. Trademark APPLICATIONS**

None.