

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Universal Services of America, Inc.		07/22/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Universal Services of America, LP		
<b>Street Address:</b>	1551 N. TUSTIN AVENUE, SUITE 650		
<b>City:</b>	SANTA ANA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92705		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3836794	U UNIVERSAL SERVICES OF AMERICA U UNIVER	
<b>Registration Number:</b>	3836788	U UNIVERSAL SERVICES OF AMERICA U UNIVER	
<b>Registration Number:</b>	3836790	U UNIVERSAL SERVICES OF AMERICA U UNIVER	
<b>Registration Number:</b>	3836789	U UNIVERSAL SERVICES OF AMERICA U UNIVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585093691		
	<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>	(858)720-8900		
<b>Email:</b>	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com		
<b>Correspondent Name:</b>	David E. Heisey		
<b>Address Line 1:</b>	Sheppard Mullin Richter & Hampton LLP		
<b>Address Line 2:</b>	12275 El Camino Real, Suite 200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130-2006		
<b>ATTORNEY DOCKET NUMBER:</b>	15EG-211003		
<b>NAME OF SUBMITTER:</b>	David E. Heisey		
<b>SIGNATURE:</b>	/David E. Heisey/		
<b>DATE SIGNED:</b>	07/23/2015		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of July 22, 2015 (“Effective Date”), is between **Universal Services of America, Inc.**, a California corporation (“Assignor”) and **Universal Services of America, LP**, a California limited partnership (“Purchaser”). All terms used in this Trademark Assignment and not herein defined shall have the meanings set forth in the Merger Agreement (as defined below).

WHEREAS, Assignor, Purchaser and/or their Affiliates and certain other parties have entered into an Agreement and Plan of Merger, dated June 2, 2015 (the “Merger Agreement”), in connection with which parties to the Merger Agreement have agreed to sell, and Purchaser has agreed to purchase, all of the right, title and interest in and to the trademarks (including all registrations and recordings thereof and all applications therefor in the United States Patent and Trademark Office or in any similar office or agency of any other state, country or any political subdivisions thereof) listed in Schedule A (collectively, the “Transferred Marks”), and all goodwill associated therewith;

WHEREAS, Assignor is the owner of the Transferred Marks and all goodwill associated therewith; and

WHEREAS, Assignor seeks to assign to Purchaser, and Purchaser wishes to acquire from Assignor, Assignor’s entire right, title and interest in the Transferred Marks, and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, sells and conveys to Purchaser, its successors and assigns, Assignor’s entire right, title and interest in and to the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with all income, royalties, damages and payments now or hereafter due or payable with respect to the Transferred Marks, all causes of action (in law and/or equity), the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution and/or other violation of the rights assigned to Purchaser hereunder, all rights to recover damages or lost profits in connection therewith and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Marks.

2. Cooperation. Assignor shall, at its expense, take reasonable actions and execute and deliver documents that Purchaser may reasonably request to effect the terms of this Trademark Assignment and to perfect Purchaser’s title in and to those Transferred Marks assigned to it hereunder. If Assignor fails to promptly take or execute any such action or document after written request by Purchaser, Assignor hereby constitutes and appoints Purchaser as true and lawful agent and attorney-in-fact of Assignor, with full power of substitution, in the

name and stead of Assignor but on behalf and for the benefit of Purchaser, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effect the assignments contemplated in this Trademark Assignment.

3. Recordation. Assignor shall (i) be solely responsible for all actions whatsoever associated with the perfection of Purchaser's right, title, and interest in and to the Transferred Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Purchaser of the Transferred Marks and (ii) promptly take all actions necessary to effect the recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Purchaser of the Transferred Marks with the United States Patent and Trademark Office; provided, however that each of Purchaser and Assignor shall be responsible for their respective attorneys' fees in any jurisdiction and Assignor shall be solely responsible for trademark office fees associated with such perfection and recordation and/or registration in all jurisdictions. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Purchaser as the assignee and owner of the Transferred Marks and to deliver to Purchaser, and to Purchaser's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

4. Conduct of Business. Assignor represents and warrants that between June 2, 2015 and the Effective Date, Assignor has not sold, assigned, transferred, licensed, sublicensed, granted immunity from suit, entered into a covenant not to sue or assert or release, or similar permissions or authorizations, pledged or otherwise encumbered any of the Transferred Marks.

5. Governing Law. This Trademark Assignment shall be governed by the laws of the State of Delaware.

6. General Provisions. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment, along with its Schedule and the Merger Agreement and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.


**[Remainder of this page intentionally left blank]**

WHEREFORE, the parties have duly executed this Trademark Assignment on the date indicated below.

Date: July 22, 2015

**ASSIGNOR**

Universal Services of America, Inc.

By: 

Name: Brian K. Cescolini

Title: President

**PURCHASER**

Universal Services of America, LP

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

Name: Steve S. Jones

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 005584 FRAME: 0076**

WHEREFORE, the parties have duly executed this Trademark Assignment on the date indicated below.

Date: July 22, 2015

**ASSIGNOR**

Universal Services of America, Inc.

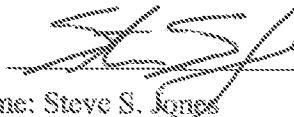
By: \_\_\_\_\_

Name: Brian K. Cescolini

Title: President

**PURCHASER**

Universal Services of America, LP

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

Name: Steve S. James

Title: Chief Executive Officer

**SCHEDULE A**

**TRANSFERRED MARKS**

<b>No.</b>	<b>Service Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
1.	U Universal Services of America U Universal Protection Service U Universal Building Maintenance U Universal Fire/Life Safety Services U Universal Protection Security Systems	Reg. 3,836,794	8/24/2010
2.	U Universal Services of America U Universal Protection Service U Universal Building Maintenance U Universal Fire/Life Safety Services U Universal Protection Security Systems	Reg. 3,836,788	8/24/2010
3.	U Universal Services of America U Universal Protection Service U Universal Building Maintenance U Universal Fire/Life Safety Services U Universal Protection Security Systems	Reg. 3,836,790	8/24/2010
4.	U Universal Services of America U Universal Protection Service U Universal Building Maintenance U Universal Fire/Life Safety Services U Universal Protection Security Systems	Reg. 3,836,789	8/24/2010