

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349600

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guardsmark, LLC		07/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent		
<b>Street Address:</b>	Attn: Loan Operations Eleven Madison Ave, 6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2154071	1. CUSTOMER DISSATISFACTION 2. SERVICE R	
<b>Registration Number:</b>	0907703	A STITCH IN TIME	
<b>Registration Number:</b>	3213875	ANNUAL SUSTAINED EXCELLENCE	
<b>Registration Number:</b>	3213876	ASE	
<b>Registration Number:</b>	2151195	THE GUARDSMARK PROMISE 1. CUSTOMER DISSA	
<b>Registration Number:</b>	1595342	DAY TO DAY	
<b>Registration Number:</b>	3532684	ENDURING UNMATCHED EXCELLENCE	
<b>Registration Number:</b>	2324753	EXCELLENCE THROUGH DIVERSITY	
<b>Registration Number:</b>	2062974	G GUARDSMARK TRUTH COURAGE JUDGEMENT	
<b>Registration Number:</b>	2309554	G GUARDSMARK TRUTH COURAGE JUDGEMENT	
<b>Registration Number:</b>	2793314	GENERAL ORDERS REGULATIONS AND INSTRUCTI	
<b>Registration Number:</b>	0841790	GI	
<b>Registration Number:</b>	0907702	GI	
<b>Registration Number:</b>	3320441	GOR&I	
<b>Registration Number:</b>	1811355	GUARDSMARK	
<b>Registration Number:</b>	0808973	GUARDSMARK	
<b>Registration Number:</b>	2805203	GUARDSMARK SUSTAINED EXCELLENCE	
<b>Registration Number:</b>	2820390	GUARDSMARK UNIVERSITY	
<b>Registration Number:</b>	1986655	GUARDSMARK WELLNESS TEAM	
<b>TRADEMARK</b>			

OP \$1140.00 2154071

Property Type	Number	Word Mark
Registration Number:	1903848	HEALTHMARK
Registration Number:	3538929	IGC
Registration Number:	3386850	INTERNATIONAL GUARDSMARK CONFERENCE
Registration Number:	2234757	LETTER & PARCEL BOMBS - A TROJAN HORSE
Registration Number:	1805009	MAXIMUM VALUE PARTNERSHIP
Registration Number:	1794468	MISSION PARTNERSHIP STATEMENT
Registration Number:	4412361	MISSION PERFORMANCE STATEMENT
Registration Number:	3177719	MPS
Registration Number:	1818302	MVP
Registration Number:	1774392	PPS
Registration Number:	1789971	PROFESSIONAL PERSONNEL SCREENING
Registration Number:	2124106	PUMPED FOR LIFE!
Registration Number:	1691040	RAPIDLY BECOMING RECOGNIZED AS THE BEST
Registration Number:	3015400	RAPIDLY BECOMING RECOGNIZED AS THE BEST
Registration Number:	3146292	SUSTAINED EXCELLENCE
Registration Number:	1890289	TEAM
Registration Number:	1853332	TEAM EXCELLENCE APPROACH MANAGEMENT
Registration Number:	2139357	TERRIFIC THURSDAY
Registration Number:	2154070	THE GUARDSMARK PROMISE
Registration Number:	3031903	THE HIGHEST STANDARDS IN THE SECURITY BU
Registration Number:	1108620	THE LIPMAN REPORT
Registration Number:	2931856	THE TIME FOR URGENCY IS NOW
Registration Number:	1891327	WINNING WEDNESDAY
Registration Number:	3766846	WW
Registration Number:	4527752	GUARDSMARK DPS
Registration Number:	4527753	GUARDSMARK DIGITAL PORTAL SYSTEM

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

**NAME OF SUBMITTER:** Elaine Carrera, Legal Assistant

**SIGNATURE:** /Marina Kelly, Thomson Reuters/

**DATE SIGNED:** 07/29/2015

**Total Attachments: 10**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Guardsmark, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC-DE \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 28, 2015

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other First Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent

Attn: Loan Operations

Street Address: Eleven Madison Avenue, 6<sup>th</sup> Floor

City: New York

State: NY

Country: USA                      Zip: 10010

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank                      Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY                      Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

45

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

July 28, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2015 (this "Agreement"), between GUARDSMARK, LLC (the "Grantor") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of July 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") among USAGM HOLDCO, LLC, as Borrower, USAGM TOPCO, LLC, as Holdings, the other parties from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as First Lien Administrative Agent and (b) the First Lien Collateral Agreement dated as of July 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement") among the Borrower, the other Grantors from time to time party thereto, Holdings and the First Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral 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 Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to release and evidence the release of the collateral pledge, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

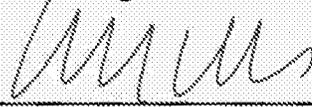
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

GUARDSMARK, LLC, as Grantor

By:   
Name: Steven S. Jones  
Title: Chief Executive Officer and Secretary

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as First Lien  
Collateral Agent

By



Name: Robert Hetu

Title: Authorized Signatory

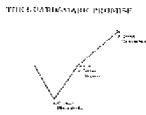
By



Name: Lingzi Huang

Title: Authorized Signatory

Schedule I

#	Mark	Registrant	Registration No.	Registration Date
1.	1. CUSTOMER DISSATISFACTION 2. SERVICE RECOVERY 3. EXCEED EXPECTATIONS (chart design) 	Guardsmark, LLC	2,154,071	4/28/1998
2.	A STITCH IN TIME	Guardsmark, LLC	0,907,703	2/9/1971
3.	ANNUAL SUSTAINED EXCELLENCE	Guardsmark, LLC	3,213,875	2/27/2007
4.	ASE	Guardsmark, LLC	3,213,876	2/27/2007
5.	Chart Design and THE GUARDSMARK PROMISE (et al.) 	Guardsmark, LLC	2,151,195	4/14/1998
6.	DAY TO DAY	Guardsmark, LLC	1,595,342	5/8/1990
7.	ENDURING UNMATCHED EXCELLENCE	Guardsmark, LLC	3,532,684	11/11/2008
8.	EXCELLENCE THROUGH DIVERSITY	Guardsmark, LLC	2,324,753	2/29/2000

#	Mark	Registrant	Registration No.	Registration Date
9.	G GUARDSMARK TRUTH COURAGE JUDGEMENT & Design 	Guardsmark, LLC	2,062,974	5/20/1997
10.	G GUARDSMARK TRUTH COURAGE JUDGEMENT & Design 	Guardsmark, LLC	2,309,554	1/18/2000
11.	GENERAL ORDERS REGULATIONS AND INSTRUCTIONS FOR UNIFORMED PERSONNEL	Guardsmark, LLC	2,793,314	12/9/2003
12.	GI	Guardsmark, LLC	0,841,790	1/2/1968
13.	GI (Stylized) 	Guardsmark, LLC	0,907,702	2/9/1971
14.	GOR&I	Guardsmark, LLC	3,320,441	10/23/2007
15.	GUARDSMARK	Guardsmark, LLC	1,811,355	12/14/1993
16.	GUARDSMARK	Guardsmark, LLC	0,808,973	5/24/1966

#	Mark	Registrant	Registration No.	Registration Date
17.	GUARDSMARK SUSTAINED EXCELLENCE	Guardsmark, LLC	2,805,203	1/13/2004
18.	GUARDSMARK UNIVERSITY	Guardsmark, LLC	2,820,390	3/2/2004
19.	GUARDSMARK WELLNESS TEAM & Design 	Guardsmark, LLC	1,986,655	7/16/1996
20.	HEALTHMARK	Guardsmark, LLC	1,903,848	7/4/1995
21.	IGC	Guardsmark, LLC	3,538,929	11/25/2008
22.	INTERNATIONAL GUARDSMARK CONFERENCE	Guardsmark, LLC	3,386,850	2/19/2008
23.	LETTER & PARCEL BOMBS - A TROJAN HORSE	Guardsmark, LLC	2,234,757	3/23/1999
24.	MAXIMUM VALUE PARTNERSHIP (Stylized)  MAXIMUM VALUE PARTNERSHIP	Guardsmark, LLC	1,805,009	11/16/1993
25.	MISSION PARTNERSHIP STATEMENT	Guardsmark, LLC	1,794,468	9/21/1993
26.	MISSION PERFORMANCE STATEMENT	Guardsmark, LLC	4,412,361	10/01/2013

#	Mark	Registrant	Registration No.	Registration Date
27.	MPS	Guardsmark, LLC	3,177,719	11/28/2006
28.	MVP (Stylized)  <b>MVP</b>	Guardsmark, LLC	1,818,302	1/25/1994
29.	PPS	Guardsmark, LLC	1,774,392	6/1/1993
30.	PROFESSIONAL PERSONNEL SCREENING	Guardsmark, LLC	1,789,971	8/24/1993
31.	PUMPED FOR LIFE! & Heart Design  	Guardsmark, LLC	2,124,106	12/23/1997
32.	RAPIDLY BECOMING RECOGNIZED AS THE BEST IN THE BUSINESS	Guardsmark, LLC	1,691,040	6/2/1992
33.	RAPIDLY BECOMING RECOGNIZED AS THE BEST IN THE SECURITY BUSINESS	Guardsmark, LLC	3,015,400	11/15/2005
34.	SUSTAINED EXCELLENCE	Guardsmark, LLC	3,146,292	9/19/2006
35.	TEAM	Guardsmark, LLC	1,890,289	4/18/1995
36.	TEAM EXCELLENCE APPROACH MANAGEMENT	Guardsmark, LLC	1,853,332	9/6/1994

#	Mark	Registrant	Registration No.	Registration Date
37.	TERRIFIC THURSDAY	Guardsmark, LLC	2,139,357	2/24/1998
38.	THE GUARDSMARK PROMISE	Guardsmark, LLC	2,154,070	4/28/1998
39.	THE HIGHEST STANDARDS IN THE SECURITY BUSINESS	Guardsmark, LLC	3,031,903	12/20/2005
40.	THE LIPMAN REPORT	Guardsmark, LLC	1,108,620	12/12/1978
41.	THE TIME FOR URGENCY IS NOW	Guardsmark, LLC	2,931,856	3/8/2005
42.	WINNING WEDNESDAY	Guardsmark, LLC	1,891,327	4/25/1995
43.	WW	Guardsmark, LLC	3,766,846	3/30/2010
44.	GUARDSMARK DPS	Guardsmark, LLC	4,527,752	5/13/2014
45.	GUARDSMARK DIGITAL PORTAL SYSTEM	Guardsmark, LLC	4,527,753	5/13/2014