

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM349611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Protection Service, LP		07/28/2015	LIMITED PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent		
Street Address:	Attn: Loan Operations Eleven Madison Ave, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3106268	UNIVERSAL PROTECTION SERVICE	
Registration Number:	3116465	U UNIVERSAL PROTECTION SERVICE	
Registration Number:	4015222	PROGUARD BY UNIVERSAL PROTECTION SERVICE	
Registration Number:	4141457	PROGUARD BY UNIVERSAL PROTECTION SERVICE	
Registration Number:	3967862	ENSURE YOU'RE SECURE	
Registration Number:	3746773	ATMOSPHERE MANAGEMENT	
Registration Number:	3842793	SMART GUARDS - SMART CHOICE	
Registration Number:	2509718	ISSC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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/		

OP \$215.00 3106268

DATE SIGNED:	07/29/2015
Total Attachments: 6 source=10d UPS LP - First Lien Trademark Security Agreement (2)#page1.tif source=10d UPS LP - First Lien Trademark Security Agreement (2)#page2.tif source=10d UPS LP - First Lien Trademark Security Agreement (2)#page3.tif source=10d UPS LP - First Lien Trademark Security Agreement (2)#page4.tif source=10d UPS LP - First Lien Trademark Security Agreement (2)#page5.tif source=10d UPS LP - First Lien Trademark Security Agreement (2)#page6.tif	

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):

Universal Protection Service, LP

- ☐ Individual(s) ☐ Association
☐ Partnership ☒ Limited Partnership
☐ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) USA-CA

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, 6th 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:

8

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: 6

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 UNIVERSAL PROTECTION SERVICE, LP (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]

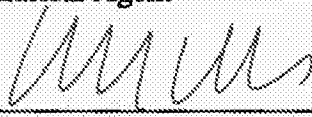
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

UNIVERSAL PROTECTION SERVICE,
LP, as Grantor
By: Universal Protection GP, LLC, its
General Partner

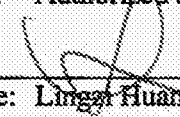
By: 
Name: Steven S. Jones
Title: Chief Executive Officer

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.	Universal Protection Service	Universal Protection Service, LP	Reg. 3,106,268	06/20/2006
2.	U Universal Protection Service	Universal Protection Service, LP	Reg. 3,116,465	07/18/2006
3.	ProGuard by Universal Protection Service (word mark)	Universal Protection Service, LP	Reg. 4,015,222	08/23/2011
4.	ProGuard by Universal Protection Service (logo mark)	Universal Protection Service, LP	Reg. 4,141,457	05/15/2012
5.	Ensure You're Secure	Universal Protection Service, LP	Reg. 3,967,862	05/24/2011
6.	Atmosphere Management	Universal Protection Service, LP	Reg. 3,746,773	02/09/2010
7.	Smart Guards – Smart Choice	Universal Protection Service, LP	Reg. 3,842,793	08/31/2010
8.	ISSC	Universal Protection Service, LP	Reg. 2,509,718	11/20/2001