TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guardsmark, LLC		07/28/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Second 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: 45

Property Type	Number	Word Mark
Registration Number:	2154071	1. CUSTOMER DISSATISFACTION 2. SERVICE R
Registration Number:	907703	A STITCH IN TIME
Registration Number:	3213875	ANNUAL SUSTAINED EXCELLENCE
Registration Number:	3213876	ASE
Registration Number:	2151195	THE GUARDSMARK PROMISE 1. CUSTOMER DISSA
Registration Number:	1595342	DAY TO DAY
Registration Number:	3532684	ENDURING UNMATCHED EXCELLENCE
Registration Number:	2324753	EXCELLENCE THROUGH DIVERSITY
Registration Number:	2062974	G GUARDSMARK TRUTH COURAGE JUDGEMENT
Registration Number:	2309554	G GUARDSMARK TRUTH COURAGE JUDGEMENT
Registration Number:	2793314	GENERAL ORDERS REGULATIONS AND INSTRUCTI
Registration Number:	841790	GI
Registration Number:	907702	GI
Registration Number:	3320441	GOR&I
Registration Number:	1811355	GUARDSMARK
Registration Number:	808973	GUARDSMARK
Registration Number:	2805203	GUARDSMARK SUSTAINED EXCELLENCE
Registration Number:	2820390	GUARDSMARK UNIVERSITY
Registration Number:	1986655	GUARDSMARK WELLNESS TEAM

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:	07/30/2015

Total Attachments: 10

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SECOND 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 Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of July 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Second 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 Second Lien Administrative Agent and (b) the Second Lien Collateral Agreement dated as of July 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement") among the Borrower, the other Grantors from time to time party thereto, Holdings and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second 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 Second 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 Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second 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. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties, including Liens and security interests granted to the First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

SECTION 6. 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 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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TRADEMARK
REEL: 005588 FRAME: 0585

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

[Signature Page to the Second Lien Trademark Security Agreement (USAGM)]

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

By: _____
Name: Robert Hetu
Title: Authorized Signatory

By: _____
Name: Lingzi Huang
Title: Authorized Signatory

[Signature Page to the Second Lien Trademark Security Agreement (USAGM)]

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) MVP	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