# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393592

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| UNIVERSAL PROTECTION SERVICE, LP | | 08/01/2016 | Limited Partnership: CALIFORNIA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | CANTOR FITZGERALD SECURITIES, as Noteholder Representative |
| **Street Address:** | 110 E. 59th Street |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10022 |
| **Entity Type:** | General Partnership: NEW YORK |

**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 |

OP $215.00 3106268

**CORRESPONDENCE DATA**

**Fax Number:** 2123553333

***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.***

**Phone:** 2124597136
**Email:** tbennett@goodwinprocter.com
**Correspondent Name:** Tracey D. Bennett
**Address Line 1:** c/o Goodwin Procter LLP
**Address Line 2:** 620 8th Ave.
**Address Line 4:** New York, NEW YORK 10018

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 125778.250119 |

| | |
|---|---|
| **NAME OF SUBMITTER:** | Tracey D. Bennett |
| **SIGNATURE:** | /s/Tracey D. Bennett |
| **DATE SIGNED:** | 08/03/2016 |

**Total Attachments: 5**
source=Trademark Security Agreement (Universal Protection Service, LP)#page1.tif
source=Trademark Security Agreement (Universal Protection Service, LP)#page2.tif
source=Trademark Security Agreement (Universal Protection Service, LP)#page3.tif
source=Trademark Security Agreement (Universal Protection Service, LP)#page4.tif
source=Trademark Security Agreement (Universal Protection Service, LP)#page5.tif

SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2016 (this "Agreement"), among UNIVERSAL PROTECTION SERVICE, LP (the "Grantor") and CANTOR FITZGERALD SECURITIES, as Noteholder Representative (in such capacity, the "Noteholder Representative").

Reference is made to (a) the Second Lien Note Purchase Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") among ALLIED UNIVERSAL HOLDCO LLC (f/k/a USAGM HOLDCO, LLC), as Issuer, ALLIED UNIVERSAL TOPCO LLC (f/k/a USAGM TOPCO, LLC), as Holdings, the other parties from time to time party thereto and CANTOR FITZGERALD SECURITIES, as Noteholder Representative and (b) the Second Lien Notes Collateral Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Notes Collateral Agreement") among the Issuer, the other Grantors from time to time party thereto, Holdings and the Noteholder Representative. The Noteholders have agreed to purchase the Notes issued by the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Noteholders to purchase Notes and as consideration for Notes previously purchased. 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 Notes Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Notes 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 Noteholder Representative, 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 Notes Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Noteholder Representative 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. Notes Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Representative with respect to the



TRADEMARK
REEL: 005845 FRAME: 0716

Trademark Collateral are more fully set forth in the Notes 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 Notes Collateral Agreement, the terms of the Notes Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Noteholder Representative 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 Noteholder Representative hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the Intercreditor Agreements 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.

[*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

*[Signature Page – Trademark Security Agreement (Notes)]*

CANTOR FITZGERALD SECURITIES,
as Noteholder Representative

By: _____
Name: James Bond, COO
Title: Date: August 1, 2016

NILS HORNING
REVIEWED
LEGAL DEPARTMENT

*[Signature Page –Trademark Security Agreement (Notes)]*

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 |