

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393630

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLIEDBARTON SECURITY SERVICES LLC		08/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANTOR FITZGERALD SECURITIES, as Noteholder Representative		
<b>Street Address:</b>	110 E. 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2683440	ALLIED S E C U R I T Y QUALITY PEOPLE QU	
<b>Registration Number:</b>	2680917	ALLIED SECURITY	
<b>Registration Number:</b>	1295160	BARTON PROTECTIVE SERVICES INC.	
<b>Registration Number:</b>	3144421	ALLIEDBARTON	
<b>Registration Number:</b>	4271334	ALLIEDBARTON	
<b>Registration Number:</b>	3144420	ALLIEDBARTON	
<b>Registration Number:</b>	3152959	ALLIEDBARTON SECURITY SERVICES	
<b>Registration Number:</b>	3223891	ALLIEDBARTON SECURITY SERVICES	
<b>Registration Number:</b>	2860459	AMERISEC	
<b>Registration Number:</b>	3050223	INTELLIGENCE WITH DILIGENCE	
<b>Registration Number:</b>	3618828	LOCAL RESPONSE NATIONAL SUPPORT	
<b>Registration Number:</b>	2331767	STAT AMERICA	
<b>Registration Number:</b>	2769097	VANILLA	
<b>Registration Number:</b>	2769099	VANILLA INFORM:EMPOWER:EMPLOY	
<b>Registration Number:</b>	3830231	ALLIEDBARTON AMBASSADOR	
<b>Registration Number:</b>	3728360	ALLIEDBARTON EDGE	
<b>Registration Number:</b>	3751627	ALLIEDBARTON EDGE EDUCATE DEVELOP GROW E	
<b>Registration Number:</b>	3722330	EDGE	
<b>Registration Number:</b>	3810078	HRPLUS A DIVISION OF ALLIEDBARTON SECURI	
<b>TRADEMARK</b>			

OP \$615.00 2683440

Property Type	Number	Word Mark
Registration Number:	4071998	THE MOST HONORED SECURITY OFFICER SERVIC
Registration Number:	4064791	SECURE THE BEST
Registration Number:	4385210	HIRE OUR HEROES
Registration Number:	4715367	ALLIEDBARTON VALUE TRACKER
Registration Number:	4914972	ALLIEDBARTON ACADEMY

**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: 6**  
source=Trademark Security Agreement (ABSS LLC)#page1.tif  
source=Trademark Security Agreement (ABSS LLC)#page2.tif  
source=Trademark Security Agreement (ABSS LLC)#page3.tif  
source=Trademark Security Agreement (ABSS LLC)#page4.tif  
source=Trademark Security Agreement (ABSS LLC)#page5.tif  
source=Trademark Security Agreement (ABSS LLC)#page6.tif

SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2016 (this “Agreement”), among ALLIEDBARTON SECURITY SERVICES LLC (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 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.

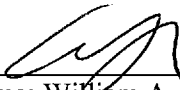
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

ALLIEDBARTON SECURITY SERVICES LLC, as  
Grantor

By:  \_\_\_\_\_  
Name: William A. Torzolini  
Title: Chief Financial Officer

CANTOR FITZGERALD SECURITIES,  
as Noteholder Representative

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



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

**TRADEMARK**  
**REEL: 005845 FRAME: 0785**

Schedule I

#	Mark	Owner	File Date	Application Number	Registration Date	Registration Number
1.	ALLIED SECURITY QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY and Design	AlliedBarton Security Services LLC	4/30/2002	76402259	2/4/2003	2683440
2.	ALLIED SECURITY	AlliedBarton Security Services LLC	5/2/2002	76403448	1/28/2003	2680917
3.	BARTON PROTECTIVE SERVICES INC.	AlliedBarton Security Services LLC	6/24/1983	73431794	9/11/1984	1295160
4.	ALLIEDBARTON	AlliedBarton Security Services LLC	2/21/2005	78571763	9/19/2006	3144421
5.	ALLIEDBARTON	AlliedBarton Security Services LLC	5/4/2012	85616723	1/8/2013	4271334
6.	ALLIEDBARTON & Design	AlliedBarton Security Services LLC	2/21/2005	78571734	9/19/2006	3144420
7.	ALLIEDBARTON SECURITY SERVICES	AlliedBarton Security Services LLC	2/21/2005	78571752	10/10/2006	3152959
8.	ALLIEDBARTON SECURITY SERVICES & Design	AlliedBarton Security Services LLC	2/21/2005	78571745	4/3/2007	3223891
9.	AMERISEC	AlliedBarton Security Services LLC	3/8/1999	75655755	7/6/2004	2860459
10.	INTELLIGENCE WITH DILIGENCE	AlliedBarton Security Services LLC	1/4/2005	78541773	1/24/2006	3050223
11.	LOCAL RESPONSE NATIONAL SUPPORT	AlliedBarton Security Services LLC	9/3/2008	77561500	5/12/2009	3618828
12.	STAT AMERICA Stylized	AlliedBarton Security Services LLC	12/21/1998	75609009	3/21/2000	2331767
13.	VANELLA	AlliedBarton Security Services LLC	11/18/2002	76467603	9/30/2003	2769097
14.	VANELLA INFORM: EMPOWER: EMPLOY & Design	AlliedBarton Security Services LLC	11/18/2002	76467794	9/30/2003	2769099
15.	ALLIEDBARTON AMBASSADOR	AlliedBarton Security Services LLC	5/11/2009	77733481	8/10/2010	3830231
16.	ALLIEDBARTON EDGE	AlliedBarton Security Services LLC	6/12/2009	77758429	12/22/2009	3728360
17.	ALLIEDBARTON EDGE EDUCATE DEVELOP GROW ENGAGE & Design	AlliedBarton Security Services LLC	6/12/2009	77758573	2/23/2010	3751627
18.	EDGE	AlliedBarton Security Services LLC	6/12/2009	77758495	12/8/2009	3722330
19.	HR PLUS A DIVISION OF ALLIEDBARTON SECURITY SERVICES & Design	AlliedBarton Security Services LLC	10/30/2009	77861233	6/29/2010	3810078
20.	THE MOST HONORED SECURITY OFFICER SERVICES COMPANY & Design	AlliedBarton Security Services LLC	3/8/2011	85261301	12/13/2011	4071998

21.	SECURE THE BEST	AlliedBarton Security Services LLC	3/3/2011	85256985	11/29/2011	4064791
22.	HIRE OUR HEROES	AlliedBarton Security Services LLC	5/11/2012	85622627	8/13/2013	4385210
23.	ALLIEDBARTONIVALU E TRACKER	AlliedBarton Security Services LLC	8/5/2014	86357759	4/7/2015	4715367
24.	ALLIEDBARTON ACADEMY & Design	AlliedBarton Security Services LLC	12/17/2014	86483293	3/8/2016	4914972