TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPECTAGUARD ACQUISITION LLC		08/01/2016	Limited Liability Company: DELAWARE

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: 1

Property Type	Number	Word Mark
Registration Number:	2690648	SPECTAGUARD

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

OP $40.00 2690648

ATTORNEY DOCKET NUMBER:	125778.250119
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	08/02/2016

Total Attachments: 5
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SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2016 (this "Agreement"), among SPECTAGUARD ACQUISITION 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.

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

SPECTAGUARD ACQUISITION LLC, as Grantor

By: _____
Name: William A. Torzolini
Title: Chief Financial Officer

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CANTOR FITZGERALD SECURITIES,
as Noteholder Representative

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

[Signature Page –Trademark Security Agreement (Notes)]

Schedule I

#	Mark	Owner	File Date	Application Number	Registration Date	Registration Number
1.	SPECTAGUARD	SpectaGuard Acquisition LLC	5/3/2002	76403941	2/25/2003	2690648