

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AlliedBarton Security Services LLC, as Grantor		08/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Island Branch, as Second Lien Collateral Agent		
Street Address:	Eleven Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2683440	ALLIED S E C U R I T Y QUALITY PEOPLE QU	
Registration Number:	2680917	ALLIED SECURITY	
Registration Number:	1295160	BARTON PROTECTIVE SERVICES INC.	
Registration Number:	3144421	ALLIEDBARTON	
Registration Number:	4271334	ALLIEDBARTON	
Registration Number:	3144420	ALLIEDBARTON	
Registration Number:	3152959	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	3223891	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	2860459	AMERISEC	
Registration Number:	3050223	INTELLIGENCE WITH DILIGENCE	
Registration Number:	3618828	LOCAL RESPONSE NATIONAL SUPPORT	
Registration Number:	2331767	STAT AMERICA	
Registration Number:	2769097	VANILLA	
Registration Number:	2769099	VANILLA INFORM:EMPOWER:EMPLOY	
Registration Number:	3830231	ALLIEDBARTON AMBASSADOR	
Registration Number:	3728360	ALLIEDBARTON EDGE	
Registration Number:	3751627	ALLIEDBARTON EDGE EDUCATE DEVELOP GROW E	
Registration Number:	3722330	EDGE	
Registration Number:	3810078	HRPLUS A DIVISION OF ALLIEDBARTON SECURI	
TRADEMARK			

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: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Ken Tan

SIGNATURE: /Ken Tan/

DATE SIGNED: 08/11/2016

Total Attachments: 7

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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):

AlliedBarton Security Services LLC, as Grantor

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 1, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse AG, Cayman Island Branch, as Second Lien Collateral Agent

Street Address: Eleven Madison Avenue, 6th Floor

City: New York

State: New York

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) _____

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: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 25630.0936

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved: 24

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:

 _____
Signature

August 1, 2016

Date

Ken Tan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2016 (this “Agreement”), among, ALLIEDBARTON SECURITY SERVICES 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 ALLIED UNIVERSAL HOLDCO LLC (f/k/a USAGM HOLDCO, LLC), as Borrower, ALLIED UNIVERSAL TOPCO LLC (f/k/a 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 Grantor 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. 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.

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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

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

By: 

Name: Robert Hetu

Title: Authorized Signatory

By: 

Name: Nicholas Goss

Title: Authorized Signatory

[Signature Page -- Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005852 FRAME: 0007

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 &	AlliedBarton Security Services LLC	3/8/2011	85261301	12/13/2011	4071998

	Design					
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