

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apollo Security International, Inc.		10/14/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as First 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: 7			
Property Type	Number	Word Mark	
Registration Number:	4373337	A APOLLO INTERNATIONAL	
Registration Number:	4373338	A APOLLO INTERNATIONAL	
Registration Number:	2554862	A APOLLO SECURITY	
Registration Number:	3935340	A TRADITION OF QUALITY	
Registration Number:	4309978	APOLLO INTERNATIONAL	
Registration Number:	2446292	APOLLO SECURITY	
Registration Number:	4471527	APOLLO SECURITY INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskliwer.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:	Doris Ka		
SIGNATURE:	/Doris Ka/		

OP \$190.00 4373337

DATE SIGNED:	10/17/2016
Total Attachments: 6 source=Apollo.CS 1LCA-Trademark Security Agreement#page1.tif source=Apollo.CS 1LCA-Trademark Security Agreement#page2.tif source=Apollo.CS 1LCA-Trademark Security Agreement#page3.tif source=Apollo.CS 1LCA-Trademark Security Agreement#page4.tif source=Apollo.CS 1LCA-Trademark Security Agreement#page5.tif source=Apollo.CS 1LCA-Trademark Security Agreement#page6.tif	

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):

Apollo Security International, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Massachusetts
☐ Other _____

Citizenship (see guidelines) _____
Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) October 14, 2016

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch,
- as First Lien Collateral Agent

Street Address: Eleven Madison Avenue, 6th Floor

City: New York

State: NY

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) _____ Text _____

B. Trademark Registration No.(s) _____

See attached 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: Doris Ka

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 25630.580 (1st Lien)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

7

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:

Doris Ka
Signature

October 17, 2016

Date

Doris Ka, Legal Assistant

Name of Person Signing

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

6

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

TRADEMARK
REEL: 005901 FRAME: 0377

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2016 (this “Agreement”), among APOLLO SECURITY INTERNATIONAL, INC., a Massachusetts corporation (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

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

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

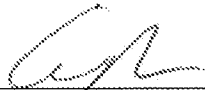
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

[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.

APOLLO SECURITY INTERNATIONAL,
INC., a Massachusetts corporation
as Grantor

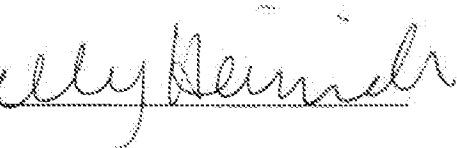
By: 
Name: William A. Torzolini
Title: Chief Financial Officer

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

By: _____
Name: _____
Title: _____


Lingzi Huang
Authorized Signatory

By: _____
Name: _____
Title: _____


Kelly Heinrich
Authorized Signatory

Schedule I

#	Mark	Owner	Application Date	Application Number	Registration Date	Registration Number
1.	A APOLLO INTERNATIONAL	Apollo Security International, Inc. (MA)	3/28/2012	85/581,885	7/23/2013	4373337
2.	A APOLLO INTERNATIONAL	Apollo Security International, Inc. (MA)	3/28/2012	85/581,995	7/23/2013	4373338
3.	A APOLLO SECURITY	Apollo Security International, Inc. (MA)	3/17/2000	76/004,433	4/2/2002	2554862
4.	A TRADITION OF QUALITY	Apollo Security International, Inc. (MA)	11/24/2009	77/880,219	3/22/2011	3935340
5.	APOLLO INTERNATIONAL	Apollo Security International, Inc. (MA)	11/9/2011	85/467,844	3/26/2013	4309978
6.	APOLLO SECURITY	Apollo Security International, Inc. (MA)	3/17/2000	76/004,432	4/24/2001	2446292
7.	APOLLO SECURITY INTERNATIONAL	Apollo Security International, Inc. (MA)	3/28/2012	85/581,975	1/24/2014	4471527