

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402367

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 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: 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@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:	Doris Ka		
SIGNATURE:	/Doris Ka/		

OP \$190.00 4373337

DATE SIGNED:	10/18/2016
Total Attachments: 6 source=Apollo.CS 2LCA-Trademark Security Agreement#page1.tif source=Apollo.CS 2LCA-Trademark Security Agreement#page2.tif source=Apollo.CS 2LCA-Trademark Security Agreement#page3.tif source=Apollo.CS 2LCA-Trademark Security Agreement#page4.tif source=Apollo.CS 2LCA-Trademark Security Agreement#page5.tif source=Apollo.CS 2LCA-Trademark Security Agreement#page6.tif	

SECOND 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 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 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. 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. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent 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 Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement 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.

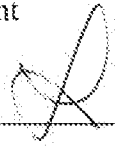
APOLLO SECURITY INTERNATIONAL,
INC., a Massachusetts corporation
as Grantor

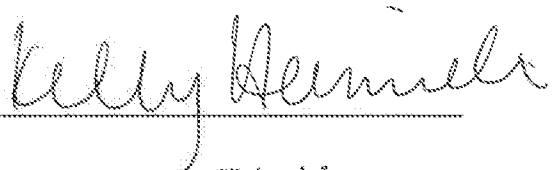
By: 

Name: William A. Torzolini

Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Second 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