

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
USIC, LLC	FORMERLY United States Infrastructure Corporation	12/09/2016	Limited Liability Company: DELAWARE
USIC Locating Services, LLC	FORMERLY USIC Locating Services, Inc.	12/09/2016	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86839179	UNITED STATES INFRASTRUCTURE CORPORATION
Serial Number:	85157247	RELIABLE CLAIMS RECOVERY
Registration Number:	3706580	USIC
Registration Number:	3633438	UNITED STATES INFRASTRUCTURE CORPORATION
Registration Number:	2174411	SM&P UTILITY RESOURCES, INC.

CORRESPONDENCE DATA

Fax Number: 6502138158

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: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1141779-0040
NAME OF SUBMITTER:	Christina Ishihara

SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	12/12/2016
Total Attachments: 6 source=GS - USIC - 2L Trademark Security Agreement (Executed Copy)#page1.tif source=GS - USIC - 2L Trademark Security Agreement (Executed Copy)#page2.tif source=GS - USIC - 2L Trademark Security Agreement (Executed Copy)#page3.tif source=GS - USIC - 2L Trademark Security Agreement (Executed Copy)#page4.tif source=GS - USIC - 2L Trademark Security Agreement (Executed Copy)#page5.tif source=GS - USIC - 2L Trademark Security Agreement (Executed Copy)#page6.tif	

THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 9, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of December 9, 2016 (as amended, restated, modified or supplemented from time to time, the “**Second Lien Credit Agreement**”), among USIC Holdings, Inc. (the “**Borrower**”), Locate Intermediate, Inc. (“**Holdings**”), the Lenders party thereto from time to time, Morgan Stanley Senior Funding, Inc., as the Administrative Agent and the Collateral Agent, and the other agents and arrangers party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Security Agreement dated December 9, 2016, among the Grantors, Holdings and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral

Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

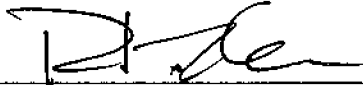
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 8. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

USIC, LLC, as Grantor

By: 
Name: Robert M. Tullman
Title: President and Chief Executive Officer

USIC LOCATING SERVICES, LLC, as Grantor

By: 
Name: Robert M. Tullman
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent and Grantee

By: 

Name: Barry Price

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005946 FRAME: 0246

SCHEDULE A

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Application/ Registration No.</u>
USIC, LLC	United States Infrastructure Corporation	12/4/2015	86839179
USIC, LLC	Reliable Claims Recovery	10/20/2010	85157247
USIC, LLC	USIC	8/14/2008 / 11/3/2009	77547143 / 3706580
USIC, LLC	United States Infrastructure Corporation	8/14/2008 / 6/2/2009	77547150 / 3633438
USIC Locating Services, LLC (f/k/a SM&P Utility Resources, Inc.)	SM&P Utility Resources, Inc.	12/5/1996 / 7/21/1998	75209160 / 2174411