

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USI LEGEND PARENT, INC.		01/05/2017	Corporation: DELAWARE
USI SENIOR HOLDINGS, INC.		01/05/2017	Corporation: DELAWARE
USI Intermediate Holdings, Inc.		01/05/2017	Corporation: DELAWARE
United Subcontractors, Inc.		01/05/2017	Corporation: UTAH
USI Construction Services, LLC		01/05/2017	Limited Liability Company: DELAWARE
USI Cardalls, LLC		01/05/2017	Limited Liability Company: DELAWARE
USI Smith Insulation, LLC		01/05/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	420 Montgomery Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4676666	USI BUILDING SOLUTIONS	
Serial Number:	86337239	USI CONSTRUCTION SERVICES	
Registration Number:	4705245	USI	
Serial Number:	87019116	EAGLE ROCK SUPPLY	
Serial Number:	86737470	USI SIGNATURE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		

CH \$140.00 4676666

Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438-14-0601

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

DATE SIGNED: 01/06/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 5th day of January, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among United Subcontractors, Inc., a Utah corporation, as a borrower (“USI”), the other borrowers party thereto (together with USI, each, a “Borrower” and, collectively, the “Borrowers”), the Guarantors party thereto, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of January 5, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

Notwithstanding anything to the contrary contained in clauses (a), (b) and (c) above, the Security Interest created by this Trademark Security Agreement shall not extend to any United States Trademark application filed on the basis of a Grantor's intent-to-use such Trademark, unless and until evidence of the use of such Trademark in interstate commerce is submitted to, and accepted by, the United States Patent and Trademark Office.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group and the Bank Product Providers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

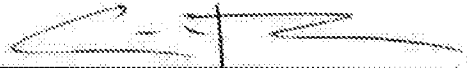
7. TERM. The term of this Trademark Security Agreement shall be coterminous with the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

USI LEGEND PARENT, INC.,
a Delaware corporation

By: 
Name: Charles Fleischmann
Title: Vice President, Treasurer & Secretary

USI SENIOR HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Curtis Petersen
Title: CFO, Secretary & Treasurer

USI INTERMEDIATE HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Curtis Petersen
Title: CFO, Secretary & Treasurer

UNITED SUBCONTRACTORS, INC.,
a Utah corporation

By: _____
Name: Curtis Petersen
Title: CFO, Secretary & Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

USI LEGEND PARENT, INC.,
a Delaware corporation

By: _____
Name: Charles Fleischmann
Title: Vice President, Treasurer & Secretary

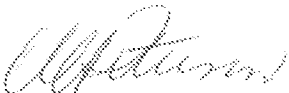
USI SENIOR HOLDINGS, INC.,
a Delaware corporation

By:  _____
Name: Curtis Petersen
Title: CFO, Secretary & Treasurer

USI INTERMEDIATE HOLDINGS, INC.,
a Delaware corporation

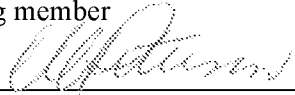
By:  _____
Name: Curtis Petersen
Title: CFO, Secretary & Treasurer

UNITED SUBCONTRACTORS, INC.,
a Utah corporation


By:  _____
Name: Curtis Petersen
Title: CFO, Secretary & Treasurer

USI CONSTRUCTION SERVICES, LLC,
a Delaware limited liability company


By: UNITED SUBCONTRACTORS, INC., its
managing member

By: 
Name: Curtis Petersen
Title: CFO, Secretary & Treasurer

USI CARDALLS, LLC,
a Delaware limited liability company

By: 
Name: Curtis Petersen
Title: Manager

USI SMITH INSULATION, LLC,
a Delaware limited liability company

By: 
Name: Curtis Petersen
Title: Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Vivek Tayal

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

Grantor	Jurisdiction	Mark	Registration No.	Reg Date
United Subcontractors, Inc. (Utah Corp.)	Federal		4676666	01/20/2015
United Subcontractors, Inc. (Utah Corp.)	Federal	USI CONSTRUCTION SERVICES	86337239	08/04/2015
United Subcontractors, Inc. (Utah Corp.)	Federal		4705245	03/17/15
United Subcontractors, Inc.	Arizona	ALL-PURPOSE WINDOWS AND DOORS	393540	01/31/2007
United Subcontractors, Inc.	Arizona	PRESTON INSULATION	200489	10/19/1998
United Subcontractors, Inc.	Arizona	MESA INSULATION	191538	04/21/1998
United Subcontractors, Inc.	Arizona	MESA INSULATION SPECIALISTS	179788	08/15/1997
United Subcontractors, Inc.	Nevada	ALL-PURPOSE WINDOWS AND DOORS	E0789322007-1	11/16/2007
United Subcontractors, Inc.	New Mexico		TK07032001	03/20/2007

Applications:

Grantor	Jurisdiction	Mark	Application No.	App Date
United Subcontractors, Inc. (Utah Corp.)	Federal	EAGLE ROCK SUPPLY	87019116 (Sec 1(a))	04/29/2016
United Subcontractors, Inc. (Utah Corp.)	Federal	USI SIGNATURE SOLUTIONS	86737470 (Sec 1(b))	08/26/2015