

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM411252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED SUBCONTRACTORS, INC.		01/05/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	NEWSTAR FINANCIAL, INC.		
Street Address:	500 BOYLSTON STREET		
Internal Address:	SUITE 1200		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4676666	USI BUILDING SOLUTIONS	
Serial Number:	86337239	USI CONSTRUCTION SERVICES	
Registration Number:	4705245	USI	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.015081		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	01/05/2017		
Total Attachments: 7			

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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 **NEWSTAR FINANCIAL, INC.**, a Delaware corporation, in its capacity as agent for the Lender Group (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, USI Legend Parent, Inc., a Delaware corporation ("Parent"), Legend Merger Sub, Inc., a Delaware corporation ("Initial Borrower"), USI Senior Holdings, Inc., a Delaware corporation ("USI Senior Holdings" and, upon consummation of the Closing Date Acquisition (as defined in the Credit Agreement), the "Borrower"), the Guarantors party thereto, the lenders party thereto as "Lenders" (each of such Lenders, together with its permitted successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, 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, 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, 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, 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, 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.

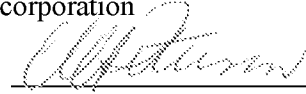
[SIGNATURE PAGE FOLLOWS]

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.

GRANTOR:

UNITED SUBCONTRACTORS, INC.,
a Utah corporation

By: _____




Name: Curtis Petersen

Title: CFO, Secretary & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

NEWSTAR FINANCIAL, INC.,
a Delaware corporation

By: 

Name:

Brian Forde

Title:

**NewStar Financial Inc.
Managing Director**




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005959 FRAME: 0993

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