TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIVERSAL SERVICES OF AMERICA, LP		05/09/2017	Limited Partnership: CALIFORNIA

RECEIVING PARTY DATA

Name:	CANTOR FITZGERALD SECURITIES, as Noteholder Representative
Street Address:	110 E. 59TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	GENERAL PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5150269	ALLIED UNIVERSAL SECURITY SERVICES
Registration Number:	5146530	ALLIED UNIVERSAL THERE FOR YOU.
Registration Number:	5141833	THERE FOR YOU
Registration Number:	5136162	ALLIEDUNIVERSAL SECURITY SYSTEMS
Registration Number:	5136161	ALLIED UNIVERSAL JANITORIAL SERVICES
Registration Number:	5136124	ALLIEDUNIVERSAL
Registration Number:	5136112	ALLIEDUNIVERSAL SECURITY SERVICES
Registration Number:	5136006	ALLIEDUNIVERSAL
Serial Number:	87380689	ALLIED UNIVERSAL
Serial Number:	87052570	ALLIED UNIVERSAL
Serial Number:	87054867	ALLIED UNIVERSAL STAFFING SERVICES

OP $290.00 5150269

CORRESPONDENCE DATA

Fax Number: 2157012273

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: 215-665-7273
Email: cmiller@cozen.com
Correspondent Name: Camille M. Miller
Address Line 1: Cozen O'Connor

Address Line 2:	1650 Market Street, Suite 2800
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Camille M. Miller
SIGNATURE:	/Camille M. Miller/
DATE SIGNED:	10/04/2017

Total Attachments: 5
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SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2017 (this "Agreement"), among UNIVERSAL SERVICES OF AMERICA, LP (the "Grantor") and CANTOR FITZGERALD SECURITIES, as Noteholder Representative (in such capacity, the "Noteholder Representative").

WHEREAS, ALLIED UNIVERSAL HOLDCO LLC (f/k/a USAGM HOLDCO, LLC), as Issuer, ALLIED UNIVERSAL TOPCO LLC (f/k/a USAGM TOPCO, LLC), as Holdings, the other parties from time to time party thereto and CANTOR FITZGERALD SECURITIES, as Noteholder Representative entered into that certain the Second Lien Note Purchase Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), and the Issuer, the other Grantors from time to time party thereto, Holdings and the Noteholder Representative entered into that certain Second Lien Notes Collateral Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Notes Collateral Agreement");

WHEREAS, Grantor is an Affiliate of the Issuer and previously executed and delivered that certain Second Lien Notes Trademark Security Agreement, dated as of August 1, 2016, recorded on Reel/Frame 5846/0231; and

WHEREAS, Grantor is the owner of additional U.S. registered or applied-for Trademarks, and pursuant to the terms and conditions of the Note Purchase Agreement and the Notes Collateral Agreement, is willing to execute and deliver this Agreement in order to induce the Noteholders to purchase additional Notes and as consideration for Notes previously purchased.

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 Notes Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Notes 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 Noteholder Representative, 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 Notes Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Noteholder Representative 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. Notes Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Representative with respect to the Trademark Collateral are more fully set forth in the Notes 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 Notes Collateral Agreement, the terms of the Notes Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Noteholder Representative 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 Noteholder Representative hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the Intercreditor Agreements 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.

UNIVERSAL SERVICES OF AMERICA, LP (as assignee of Universal Services of America, Inc.), as Grantor
By: USA GP Sub LLC, its General Partner

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

CANTOR FITZGERALD SECURITIES,
as Noteholder Representative

By: _____

Name: James Bond
Title: Chief Operating Officer

[Signature Page to the Second Lien Notes Trademark Security Agreement]
[NEWYORK 3346298_4]

Schedule I

#	Mark	Registrant	Registration No.	Registration Date
1.	ALLIED UNIVERSAL	Universal Services of America, LP	Ser. 87/380689	Appl. Date: 03/22/2017
2.	ALLIED UNIVERSAL SECURITY SERVICES	Universal Services of America, LP	Reg. 5,150,269	02/28/2017
3.	ALLIED UNIVERSAL THERE FOR YOU.	Universal Services of America, LP	Reg. 5,146,530	02/21/2017
4.	THERE FOR YOU	Universal Services of America, LP	Reg. 5,141,833	02/14/2017
5.	ALLIEDUNIVERSAL SECURITY SYSTEMS	Universal Services of America, LP	Reg. 5,136,162	02/07/2017
6.	ALLIED UNIVERSAL JANITORIAL SERVICES	Universal Services of America, LP	Reg. 5,136,161	02/07/2017
7.	ALLIEDUNIVERSAL	Universal Services of America, LP	Reg. 5,136,124	02/07/2017
8.	ALLIEDUNIVERSAL SECURITY SERVICES	Universal Services of America, LP	Reg. 5,136,112	02/07/2017
9.	ALLIEDUNIVERSAL	Universal Services of America, LP	Reg. 5,136,006	02/07/2017
10.	ALLIED UNIVERSAL	Universal Services of America, LP	Ser. 87/052570	Appl. Date: 05/27/2016
11.	ALLIED UNIVERSAL STAFFING SERVICES	Universal Services of America, LP	Ser. 87/054867	Appl. Date: 05/31/2016