OP \$65.00 2812128

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM495749

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Security Holdings, Inc.		10/26/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch	
Street Address:	Eleven Madison Avenue, 6th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	stal Code: 10010	
Entity Type:	Bank: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2812128	MARKET MASTER
Registration Number:	2476272	PAST POSITIVE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/29/2018

Total Attachments: 6

source=27d. Allied Incremental - Second Lien Trademark Security Agreement [U.S. Security Holdings, Inc.] [Executed)#page1.tif

source=27d. Allied Incremental - Second Lien Trademark Security Agreement [U.S. Security Holdings, Inc.] [Executed)#page2.tif

source=27d. Allied Incremental - Second Lien Trademark Security Agreement [U.S. Security Holdings, Inc.] [Executed)#page3.tif

source=27d. Allied Incremental - Second Lien Trademark Security Agreement [U.S. Security Holdings, Inc.] [Executed)#page4.tif

source=27d. Allied Incremental - Second Lien Trademark Security Agreement [U.S. Security Holdings, Inc.] [Executed)#page5.tif

source=27d. Allied Incremental - Second Lien Trademark Security Agreement [U.S. Security Holdings, Inc.] [Executed)#page6.tif

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
U.S. Security Holdings, Inc.	Additional names, addresses, or citizenship attached? No Name: Credit Suisse AG, Cayman Islands Branch	
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	Street Address: Eleven Madison Avenue, 6th Floor City: New York	
○ Corporation- State: DE ○ Other	State: NY	
Citizenship (see guidelines) USA	Country:USA Zip:	
Additional names of conveying parties attached? Yes No		
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship	
Execution Date(s)October 26, 2018	Limited Partnership Citizenship	
Assignment Merger	Other_Bank Citizenship USA	
☐ Security Agreement ☐ Change of Name ☐ Other Second Lien Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text	identification or description of the Trademark. B. Trademark Registration No.(s)	
See Schedule I	See Schedule I Additional sheet(s) attached? Yes No	
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:	
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed	
City: New York	8. Payment Information:	
State: NY Zip: 10005		
Phone Number: (212) 701-3365	Deposit Account Number	
Docket Number:	Authorized User Name	
Email Address: ecarrera@cahill.com		
9. Signature: Thaire Caru		
Signature Elaine Carrera	Date	
Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 6	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2018 (this "Agreement"), among U. S. SECURITY HOLDINGS, INC. (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 USAGM HOLDCO, LLC, as Borrower, USAGM TOPCO, LLC, as Holdings, the other parties from time to time party hereto 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. <u>Terms</u>. 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 a "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. <u>Termination</u>. 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. <u>Second Lien Collateral Agreement</u>. 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. <u>Intercreditor Agreement Governs</u>. 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. <u>Counterparts</u>. 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.

> U. S. SECURITY HOLDINGS, INC., as Grantor

Name: William A. Torzolini Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien Collateral Agent

By:	
-	Control of the Contro
Mamar	William O'Daly
1 3 23 1 1 1 1 1 1	VV 833133111 C 3 1 2381 V

Name: William O'Daly Title: Authorized Signatory

Ву:

Name: Whitney Gaston Title: Authorized Signatory

Schedule I

#	Mark	Registration/Application No.	Registration/Application Date
1.	Market Master	2812128	02/10/2004
2.	Past Positive	2476272	08/07/2001

RECORDED: 10/29/2018