

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI38781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental ABL Trademark Security Agreement (2019)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Services of America, LP		02/16/2024	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6630054	ALLIED UNIVERSAL	
Registration Number:	6549184	ALLIED UNIVERSAL EXECUTIVE PROTECTION AND INTELLIGENCE SERVICES	
Registration Number:	6599155	ALLIED UNIVERSAL EXECUTIVE PROTECTION AND INTELLIGENCE SERVICES	
Registration Number:	6879793	ALLIEDUNIVERSAL	
Registration Number:	6991616	ALLIED UNIVERSAL ELECTRONIC MONITORING	
Registration Number:	7142752	AUS	
Serial Number:	97293152	ALLIED UNIVERSAL	
CORRESPONDENCE DATA			
Fax Number:	3477102662		
<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:	2123732576		
Email:	mmcguire@paulweiss.com,rlyne@paulweiss.com		
Correspondent Name:	Michael McGuire		
Address Line 1:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	024345-00001		

CH \$190.00.00 90097225

NAME OF SUBMITTER:	Michael McGuire
SIGNATURE:	Michael McGuire
DATE SIGNED:	02/21/2024
Total Attachments: 5 source=Allied Universal - 2019 ABL - Supplemental Trademark Security Agreement (Executed February 16, 2024)(19135598.1)#page1.tif source=Allied Universal - 2019 ABL - Supplemental Trademark Security Agreement (Executed February 16, 2024)(19135598.1)#page2.tif source=Allied Universal - 2019 ABL - Supplemental Trademark Security Agreement (Executed February 16, 2024)(19135598.1)#page3.tif source=Allied Universal - 2019 ABL - Supplemental Trademark Security Agreement (Executed February 16, 2024)(19135598.1)#page4.tif source=Allied Universal - 2019 ABL - Supplemental Trademark Security Agreement (Executed February 16, 2024)(19135598.1)#page5.tif	

SUPPLEMENTAL ABL TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2024 (this “Agreement”), between Universal Services of America, LP (the “Grantor”) and CITIBANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain ABL Credit Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company (the “Initial Holdings”), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto and CITIBANK, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantor and the Collateral Agent. Each Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the 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. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the 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 Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as a present 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 Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement and ABL Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL

Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 5. 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 6. 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 a Grantor


By: **USA GP SUB LLC**, its General Partner

By: DocuSigned by:
David Buckman
1838FFF1721B4AB...
Name: **David I. Buckman**
Title: **Executive Vice President, General Counsel and Secretary**

[Signature Page to Supplemental Trademark Security Agreement (2019 ABL)]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CITIBANK, N.A., as Collateral Agent

By: 
Name: Christopher Marino
Title: Vice President & Director

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
ALLIED UNIVERSAL	90097225	08/06/2020	6630054	1/25/2022	Universal Services of America, LP
ALLIED UNIVERSAL EXECUTIVE PROTECTION AND INTELLIGENCE SERVICES	90326607	11/18/2020	6549184	11/2/2021	Universal Services of America, LP
ALLIED UNIVERSAL EXECUTIVE PROTECTION AND INTELLIGENCE SERVICES & Design	90326621	11/18/2020	6599155	12/21/2021	Universal Services of America, LP
ALLIEDUNIVERSAL & Design	97137009	11/22/2021	6879793	10/18/2022	Universal Services of America, LP
ALLIED UNIVERSAL ELECTRONIC MONITORING	97356421	04/11/2022	6991616	02/28/2023	Universal Services of America, LP
AUS	97457789	06/14/2022	7142752	08/22/2023	Universal Services of America, LP
ALLIED UNIVERSAL	97293152	03/03/2022	--	--	Universal Services of America, LP

¹ AUHIRESMART is already secured via reel/frame 7304/0122.