

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI41164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Notes Trademark Security Agreement (2019)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Staff Pro Inc.		02/16/2024	Corporation: CALIFORNIA
U. S. Security Associates Holding Corp.		02/16/2024	Corporation: DELAWARE
Universal Services of America, LP		02/16/2024	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Wilmington Trust, National Association		
Street Address:	1310 Silas Deane Highway		
City:	Wethersfield		
State/Country:	CONNECTICUT		
Postal Code:	06109 a.		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5807275	STAFF PRO THE EVENT SECURITY & STAFFINGPROFESSIONALS	
Registration Number:	5813913	P3 ROBOTICS	
Registration Number:	5835165	P3 REMOTE	
Registration Number:	5835166	P3 PORTAL	
Registration Number:	5840266	SOBT	
Registration Number:	5997757	AU	
Registration Number:	5997758	AU	
Registration Number:	5997765	AU	
Registration Number:	5905257	AUI	
Registration Number:	5907072	BE PHENOMENAL	
Registration Number:	5850272	PARTNERS IN EMPLOYMENT	
Registration Number:	6125492	THE POWER OF INSIGHT INTO ACTION	
Registration Number:	6081258	ALLIED UNIVERSAL EDGE EDUCATE DEVELOP GROW ENGAGE	
Registration Number:	6264325	THERE FOR OUR VETERANS	
Registration Number:	6275764	AUHIRESMART	
		TRADEMARK	

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

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: 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
NAME OF SUBMITTER:	Michael McGuire
SIGNATURE:	Michael McGuire
DATE SIGNED:	02/21/2024

Total Attachments: 6

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SUPPLEMENTAL NOTES TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2024 (this “Agreement”), among STAFF PRO INC., U. S. SECURITY ASSOCIATES HOLDING CORP and Universal Services of America, LP (each a “Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “Notes Collateral Agent”).

Reference is hereby made to that certain Indenture dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) among ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Company” or the “Issuer”), ALLIED UNIVERSAL FINANCE CORPORATION, a Delaware corporation (the “Co-Issuer” and, together with the Issuer, the “Issuers”), the guarantors from time to time party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Trustee and as Notes 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 the Issuers, the Grantors party thereto and the Notes Collateral Agent. Each Grantor is an Affiliate of the Issuer and will derive substantial benefits from the issuance of the Notes pursuant to the Indenture. 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 Indenture 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 Notes Obligations, each Grantor hereby grants to the Notes 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 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 Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments, in writing in recordable form, reasonably requested by the Grantor to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes 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.

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.

SECTION 7. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is executing this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein.

[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 ASSOCIATES HOLDING CORP.,
STAFF PRO INC.,** each as a Grantor

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

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

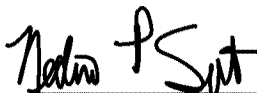
[Signature Page to Supplemental Trademark Security Agreement (2019 Notes)]

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

STAFF PRO, INC.
U.S. SECURITY ASSOCIATES HOLDING
CORP
UNIVERSAL SERVICES OF AMERICA, LP,
each as a Grantor

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By:  _____
Name: Nedine P. Sutton
Title: Vice President

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
STAFF PRO THE EVENT SECURITY & STAFFING PROFESSIONALS & Design	87222244	11/01/2016	5807275	07/16/2019	STAFF PRO INC.
P3 ROBOTICS	87171353	09/14/2016	5813913	07/23/2019	U. S. SECURITY ASSOCIATES HOLDING CORP.
P3 REMOTE	87171362	09/14/2016	5835165	08/13/2019	U. S. SECURITY ASSOCIATES HOLDING CORP.
P3 PORTAL	87171378	09/14/2016	5835166	08/13/2019	U. S. SECURITY ASSOCIATES HOLDING CORP.
SOBT	87614622	09/19/2017	5840266	08/20/2019	U. S. SECURITY ASSOCIATES HOLDING CORP.
AU	87975151	06/10/2016	5997757	02/25/2020	Universal Services of America, LP
AU & Design	87975152	06/10/2016	5997758	02/25/2020	Universal Services of America, LP
AU	87981299	06/10/2016	5997765	02/25/2020	Universal Services of America, LP
AUI	88292935	02/07/2019	5905257	11/05/2019	Universal Services of America, LP
BE PHENOMENAL & Design	88299585	02/13/2019	5907072	11/12/2019	Universal Services of America, LP
PARTNERS IN EMPLOYMENT & Design	88299648	02/13/2019	5850272	09/03/2019	Universal Services of America, LP
THE POWER OF INSIGHT INTO ACTION	88299727	02/13/2019	6125492	08/11/2020	Universal Services of America, LP
ALLIED UNIVERSAL EDGE EDUCATE DEVELOP GROW ENGAGE	88350480	03/21/2019	6081258	06/16/2020	Universal Services of America, LP

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
THERE FOR OUR VETERANS	88836227	03/16/2020	6264325	02/09/2021	Universal Services of America, LP
AUHIRESMART	88936809	05/28/2020	6275764	02/23/2021	Universal Services of America, LP
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