

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI41566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Notes Trademark Security Agreement (2021)		
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:	Wilmington Trust, National Association		
Street Address:	1310 Silas Deane Highway		
City:	Wethersfield		
State/Country:	CONNECTICUT		
Postal Code:	06109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
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		
NAME OF SUBMITTER:	Michael McGuire		
SIGNATURE:	Michael McGuire		
DATE SIGNED:	02/21/2024		
Total Attachments: 5			

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SUPPLEMENTAL NOTES TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2024 (this “Agreement”), between Universal Services of America, LP (the “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 May 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) among the Issuers, the LuxCo Co-Issuer (as defined therein), 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 May 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Issuers, the Grantor and the Notes Collateral Agent. The 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, the 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 Grantor 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. The 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.

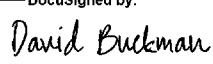
SECTION 7. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is executing this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent 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.

UNIVERSAL SERVICES OF AMERICA, LP, as the Grantor

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

By: DocuSigned by:

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Name: **David I. Buckman**
Title: **Executive Vice President, General Counsel and Secretary**

[Signature Page to Supplemental Trademark Security Agreement (2021 Notes)]

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 the 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
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