

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Belfor Franchise Group LLC (formerly known as Ductz Holdings, LLC)		04/08/2011	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	85084044	FRANTEGRITY
Serial Number:	77953393	TOTAL CARE
Registration Number:	3864232	DUCTZ
Registration Number:	3813132	DUCTZ
Registration Number:	3533564	DUCTZ INDOOR AIR PROFESSIONALS
Registration Number:	3533431	DUCTZ INDOOR AIR PROFESSIONALS NATIONAL SERVICE TEAM
Registration Number:	3533563	DUCTZ
Registration Number:	3533430	DUCTZ NST
Registration Number:	3759740	DUCTZ

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900190089**

**TRADEMARK  
 REEL: 004527 FRAME: 0567**

**OP \$240.00 85084044**

Phone: (212) 455-2222  
Email: ksolomon@stblaw.com  
Correspondent Name: Marcela Robledo, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1209
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NAME OF SUBMITTER:	Marcela Robledo
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Signature:	/mr/
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Date:	04/22/2011
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Total Attachments: 7  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 8, 2011 is made by BELFOR FRANCHISE GROUP LLC (formerly known as Ductz Holdings, LLC), a Michigan limited liability company, located at 185 Oakland Avenue, Suite 300, Birmingham, MI 48009 (the "Additional Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of November 3, 2006, as amended and restated as of December 4, 2007, and as further amended by the First Amendment, dated as of December 3, 2008, the Second Amendment dated as of November 10, 2009, and the Third Amendment, dated as of August 25, 2010, and as further amended and restated as of April 8, 2011, among BELFOR HOLDINGS INC., a Delaware corporation ("Holdings"), BELFOR (USA) LTD., a Delaware corporation ("Parent"), BELFOR USA GROUP INC., a Colorado corporation (the "Borrower"), BELFOR EUROPE GmbH, a German corporation (the "European Borrower"), BELFOR (CANADA) INC., a Canadian corporation (the "Canadian Borrower"); together with the European Borrower and the Borrower, the "Borrowers"), the Lenders, the Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and Parent and certain of their subsidiaries (other than the Additional Grantor) executed and delivered a Guarantee and Collateral Agreement, dated as of November 3, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, the Additional Grantor became a party to the Guarantee and Collateral Agreement by executing an Assignment and Assumption Agreement dated December 8, 2008;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Additional Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Additional Grantor's right, title and interest in, to and under the Trademarks. (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

BELFOR FRANCHISE GROUP LLC  
as Additional Grantor

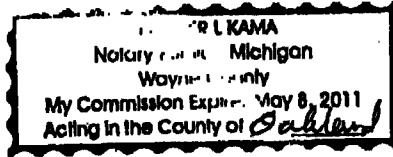
By:   
Name: Joseph Ciolino  
Title: CF

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF ADDITIONAL GRANTOR

STATE OF Michigan )  
 ) SS  
COUNTY OF Oakland )



On the 7<sup>th</sup> day of April, 2011, before me personally came Joseph Collins, who is personally known to me to be the CEO of BELFOR FRANCHISE GROUP LLC, a Michigan limited liability company; who, being duly sworn, did depose and say that she/he is the C.F.O. in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the members of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Jennifer P. Kama  
Notary Public


(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

**BELFOR FRANCHISE GROUP I.L.C.**  
as Additional Grantor

By: \_\_\_\_\_  
Name:  
Title:

**JPMORGAN CHASE BANK, N.A.**  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: Richard C. Ellis  
Title: Senior Vice President

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Michigan  
COUNTY OF Macomb)<sup>SS</sup>

On the 6<sup>th</sup> day of April, 2011 before me personally came Richard C Ellis, who is personally known to me to be the Senior Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Shannon L. Schubeck  
Notary Public

SHANNON L. SCHUBECK  
NOTARY PUBLIC - MICHIGAN  
MACOMB COUNTY  
MY COMMISSION EXPIRES MAR. 26, 2012

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Title</b>	<b>Reg. No./ App. No.</b>
FRANTEGRITY	85/084,044
TOTAL CARE AND DESIGN	77/953,393
DUCTZ	3,864,232
DUCTZ AND DESIGN	3,813,132
DUCTZ INDOOR AIR PROFESSIONALS AND DESIGN	3,533,564
DUCTZ INDOOR AIR PROFESSIONALS NATIONAL SERVICE TEAM AND DESIGN	3,533,431
DUCTZ AND DESIGN	3,533,563
DUCTZ NST	3,533,430
DUCTZ	3,759,740