

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Belfor USA Group, Inc.		04/10/2013	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85891500	BELFOR
Serial Number:	85891501	BELFOR
Serial Number:	85833582	RESTORING MORE THAN PROPERTY
Serial Number:	85833581	RESTORING MORE THAN PROPERTY
Registration Number:	4213274	KOTS FOR KIDS EVERY KID DESERVES A PLACE

CORRESPONDENCE DATA

Fax Number: 2124552502  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: (212) 455-7803  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Jodie Sopher Pimentel, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

CH \$140.00 85891500

ATTORNEY DOCKET NUMBER:	509265/1209
NAME OF SUBMITTER:	Jodie Sopher Pimentel
Signature:	/jsp/
Date:	05/23/2013
Total Attachments: 7 source=Belfor USA Group Inc #page1.tif source=Belfor USA Group Inc #page2.tif source=Belfor USA Group Inc #page3.tif source=Belfor USA Group Inc #page4.tif source=Belfor USA Group Inc #page5.tif source=Belfor USA Group Inc #page6.tif source=Belfor USA Group Inc #page7.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 10, 2013 is made by BELFOR USA GROUP, INC., a Colorado corporation, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 (the "Borrower"), 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 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, and as further amended and restated as of April 10, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BELFOR HOLDINGS INC. ("Holdings"), BELFOR (USA) LTD. ("Parent"), Borrower, BELFOR EUROPE GmbH (the "European Borrower"), BELFOR (CANADA) INC. (the "Canadian Borrower" and collectively with the Borrower and the European Borrower, the "Borrowers"), the Lenders and the Agent.

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, Holdings, Parent, Borrower, and certain of its subsidiaries executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of April 10, 2013, 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, pursuant to the Guarantee and Collateral Agreement, the Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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 Borrower 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.

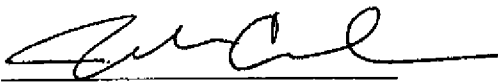
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms 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 USA GROUP, INC.,  
as Borrower

By: 

Name:

Title:

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

By: \_\_\_\_\_

Name:

Title:

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 USA GROUP, INC.,  
as Borrower

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

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

By: Richard C Ellis  
Name: Richard C Ellis  
Title:

ACKNOWLEDGMENT OF BORROWER

STATE OF Michigan )  
 ) ss  
COUNTY OF Oakland )

On the 16<sup>th</sup> day of ~~April~~ <sup>May</sup>, 2013, before me personally came Joseph Ciolino, who is personally known to me to be the CEO of BELFOR USA GROUP, INC., a Colorado corporation; who, being duly sworn, did depose and say that she/he is the CEO in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



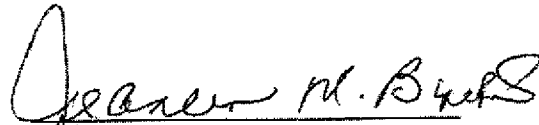
Sheryl D. Tuttle  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF MICHIGAN  
COUNTY OF OAKLAND <sup>ss</sup>


On the 30<sup>th</sup> day of April, 2013 before me personally came Richard Cellis, who is personally known to me to be the 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 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.

  
Notary Public  
**JEANEEN M. EBERS**  
**NOTARY PUBLIC - MICHIGAN**  
**OAKLAND COUNTY**  
(RECOMMISSION EXPIRES 01-28-2019)  
(PLACE NOTARY SEAL ABOVE)



**SCHEDULE A**

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

<b>Title</b>	<b>Reg. No./ App. No.</b>
BELFOR	85/891500
BELFOR	85/891501
RESTORING MORE THAN PROPERTY	85/833582
RESTORING MORE THAN PROPERTY	85/833581
 <p>The logo for 'KOTS FOR KIDS' features the text 'KOTS FOR KIDS' in a bold, serif font. Below this, a banner contains the text 'PROPERTY AND LIABILITY IS ALWAYS IN THE HANDS OF THE OWNERS'. At the bottom of the logo, it says 'A KOTCOFFER CAREER COMPANY'.</p>	4,213,274