

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belfor USA Group, Inc.		04/02/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86187752		
Serial Number:	86187753	DRIPLOC	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124557803		
Email:	jmull@stblaw.com		
Correspondent Name:	Jodie Pimentel		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1209		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	04/03/2014		
Total Attachments: 7			
source=Belfor USA Group, Inc.-JPMorgan Chase Bank, N.A. TM SI Grant#page1.tif			
source=Belfor USA Group, Inc.-JPMorgan Chase Bank, N.A. TM SI Grant#page2.tif			
source=Belfor USA Group, Inc.-JPMorgan Chase Bank, N.A. TM SI Grant#page3.tif			

CH \$65.00 86187752

source=Belfor USA Group, Inc.-JPMorgan Chase Bank, N.A. TM SI Grant#page4.tif
source=Belfor USA Group, Inc.-JPMorgan Chase Bank, N.A. TM SI Grant#page5.tif
source=Belfor USA Group, Inc.-JPMorgan Chase Bank, N.A. TM SI Grant#page6.tif
source=Belfor USA Group, Inc.-JPMorgan Chase Bank, N.A. TM SI Grant#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 1, 2014 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, as 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 “Existing 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 party thereto (the “Lenders”) and the Agent, as amended as of April 1, 2014 by the First Amendment (the “Amendment”) among Holdings, Parent, the Borrower, the European Borrower, the Canadian Borrower, the Lenders and the Agent and the Incremental Term Loan Activation Notice dated as of April 1, 2014 by the Borrower in favor of the Agent (the “Incremental Notice”).

W I T N E S S E T H:

WHEREAS, Holdings, Parent, the Borrower, the European Borrower, the Canadian Borrower and the Agent have agreed to amend the Existing Credit Agreement pursuant to the Amendment (the Existing Credit Agreement as amended by the Amendment, the “Credit Agreement”); and

WHEREAS, the Borrower, the Agent and the lenders party thereto (the “Incremental Lenders”) are party to the Incremental Notice, pursuant to which and the Credit Agreement, Incremental Term Loans are to be made by such Incremental Lenders;

WHEREAS, Holdings, Parent, the Borrower, and each U.S. Subsidiary Guarantor are parties to the Amended and Restated Guarantee and Collateral Agreement, dated as of April 10, 2013 (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:

509265-1209-13099-Active.15596020

TRADEMARK
REEL: 005251 FRAME: 0242

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.

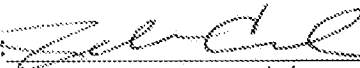
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms 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: Joseph Ciolino
Title: Chief Financial Officer

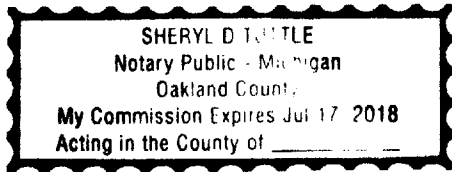
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

ACKNOWLEDGMENT OF BORROWER

STATE OF Michigan)
COUNTY OF Oakland)^{ss}

On the 3rd day of April, 2014, before me personally came De Cielho, who is personally known to me to be the Chief Financial Officer of BELFOR USA GROUP, INC., a Colorado corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer 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)

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

By: 

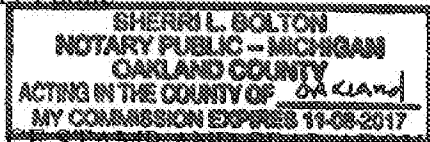
Name: Wieslaw R. Sliwinski

Title: Underwriter II - CB

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Michigan)
) ss
COUNTY OF OAKLAND)

On the 2nd day of April, 2014 before me personally came Wieslaw Swinarski, who is personally known to me to be the Underwriter II of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Underwriter II 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.

Sherril L. Bolton
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Reg. No./ App. No.
[Design Only]	86187752
DRIPLOC	86187753