

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Recovery Systems, LP		09/10/2014	LIMITED PARTNERSHIP: TEXAS
Enterprise Recovery Systems, Inc.		09/10/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	777 West Putnam Avenue, 3rd Floor		
City:	Boston		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4452341	PLAZA RECOVERY	
Registration Number:	4452344	PLAZA RECOVERY, INC.	
Registration Number:	4452343	ACB RECOVERY	
Registration Number:	4452345	ACB RECOVERY	
Registration Number:	4467500	ENTERPRISE RECOVERY SYSTEMS	
Registration Number:	4472058	ERS ENTERPRISE RECOVERY SYSTEMS, INC.	
Registration Number:	4472034	ERS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	28514/148		
NAME OF SUBMITTER:	Diane Cassinelli		

TRADEMARK

SIGNATURE:	/Diane Cassinelli/
DATE SIGNED:	09/10/2014
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

Notwithstanding anything herein to the contrary, the lien and security interest granted to the administrative agent pursuant to this Agreement and the exercise of any right or remedy by the administrative agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of September 10, 2014 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among THE CIT GROUP/BUSINESS CREDIT, INC., as First Lien Administrative Agent, FIFTH STREET FINANCE CORP., as Second Lien Administrative Agent, THE CIT GROUP/BUSINESS CREDIT, INC., as Control Agent, and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2014, among UNITED RECOVERY SYSTEMS, LP, a Texas limited partnership, and ENTERPRISE RECOVERY SYSTEMS, INC., an Illinois corporation (collectively, the "Grantors"), and FIFTH STREET FINANCE CORP., acting in the capacity as Administrative Agent for the benefit of itself and the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit and Guaranty Agreement dated as of September 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the other borrowers and guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors.

WHEREAS pursuant to the Security and Pledge Agreement, dated as of September 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, each Grantor granted to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned, or hereafter acquired by such Grantor to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantors hereby grant to the Administrative Agent a security interest in all of their right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired but excluding any Excluded Asset (collectively, the “Trademark Collateral”).

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Termination

Upon the Termination Date (as defined in the Credit Agreement), the Administrative Agent shall, at the Grantors’ expense, execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

Section 7. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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 agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

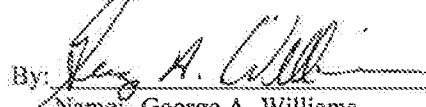
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IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

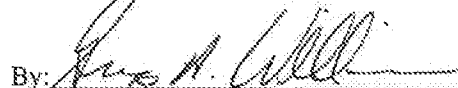
GRANTORS:

UNITED RECOVERY SYSTEMS, LP

By: URS Management, LLC,
its General Partner

By: 
Name: George A. Williams
Title: Chief Financial Officer

ENTERPRISE RECOVERY SYSTEMS, INC.

By: 
Name: George A. Williams
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

FIFTH STREET FINANCE CORP.

By its Agent: Fifth Street Management LLC

By: Ivelin M. Dimitrov

Name: Ivelin M. Dimitrov

Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

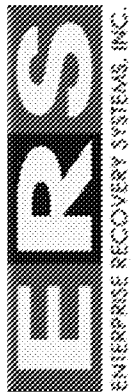
TRADEMARK
REEL: 005360 FRAME: 0604

SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS:

Record Owner	Trademark	Jurisdiction	Registration/ Application No.	Registration Date
United Recovery Systems, LP	"Plaza Recovery, Inc."	U.S.	4452341	12/17/2013
United Recovery Systems, LP	"Plaza Recovery Inc." and design	U.S.	4452344	12/17/2013
United Recovery Systems, LP	"ACB Recovery"	U.S.	4452343	12/17/2013
United Recovery Systems, LP	"ACB Recovery" and design	U.S.	4452345	12/17/2013
Enterprise Recovery Systems	"Enterprise Recovery Systems"	U.S.	4467500	1/14/2014
Enterprise Recovery Systems	"ERS" and design: 	U.S.	4472058	1/14/2014
Enterprise Recovery Systems	ERS	U.S.	4472034	1/21/2014