

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM395023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Security Associates, Inc.		07/14/2016	Corporation: DELAWARE
U.S. Security Holdings, Inc.		07/14/2016	Corporation: DELAWARE
Andrews International, Inc.		07/14/2016	Corporation: DELAWARE
Staff Pro, Inc.		07/14/2016	Corporation: CALIFORNIA
U.S. Security Associates Holdings, Inc.		07/14/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	4900 Tiedeman Road
City:	Brooklyn
State/Country:	OHIO
Postal Code:	44144
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	1530244	ADVANCE SECURITY
Registration Number:	1070786	ADVANCE SECURITY
Registration Number:	1230573	
Registration Number:	2807698	AMERICA'S TEAM
Registration Number:	3859642	AMERICA'S TEAM
Registration Number:	2932146	ENTERPRISE SECURITY MANAGER
Registration Number:	3722894	GATEMASTER
Registration Number:	2123215	HEALTHCARE SECURITY H USA
Registration Number:	2812128	MARKET MASTER
Registration Number:	2476272	PAST POSITIVE
Registration Number:	3759331	PAST-POSITIVE ON-LINE
Registration Number:	3917312	PAY-POSITIVE
Registration Number:	2083926	POST-POSITIVE
Registration Number:	3095093	PREMIER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0847640	PROTECT
Registration Number:	2585122	RESPONSIVE MANAGEMENT
Registration Number:	2100491	SECURITY ENGINEERS
Registration Number:	3118526	SUPERVISED GUARD TOURS
Registration Number:	3147589	TOUR-POSITIVE
Registration Number:	2793613	U.S. SECURITY ASSOCIATES SECURITY
Registration Number:	2790176	U.S. SECURITY ASSOCIATES
Registration Number:	2849430	USA U. S. SECURITY ASSOCIATES
Registration Number:	3026482	USALINK WE'RE ONLY ONE "CLICK" AWAY U.S.
Registration Number:	2935679	GREAT GUARDS
Registration Number:	3292953	ANDREWS INTERNATIONAL
Registration Number:	3756851	VERASYS
Registration Number:	3298140	ANDREWS INTERNATIONAL
Registration Number:	3836866	THE FUTURE OF EVENT STAFFING
Registration Number:	3808694	THE EVENT STAFFING PROFESSIONALS
Registration Number:	4770401	SAFE. SECURE. FRIENDLY.
Registration Number:	4609528	GATEMASTER
Registration Number:	4478294	SOLUTIONS FOR A SAFER WORLD
Registration Number:	4590466	GUEST VERIFICATION SYSTEM
Registration Number:	4466413	SCHEDULEMASTER
Registration Number:	4362519	SECURITY INFORMATION SYSTEMS
Serial Number:	77751218	PREMIER CONCIERGE SERVICE
Serial Number:	77685567	WEATHER WATCH
Serial Number:	86051723	U.S. SECURITY ASSOCIATES AVIATION SERVIC
Serial Number:	86258021	U.S. SECURITY ASSOCIATES AVIATION SERVIC
Serial Number:	86044600	INSTANT ALERT!
Serial Number:	86381232	INTELLIGENT OFFICER NETWORK
Serial Number:	86448276	SECURITY STARS
Serial Number:	86051738	U.S. SECURITY ASSOCIATES STAFFING, INC.
Serial Number:	86051732	U.S. SECURITY ASSOCIATES GOVERNMENTAL SE
Serial Number:	86754304	DATA FORCE
Serial Number:	86393600	PREPARE. PREDICT. PREVENT.
Serial Number:	86381222	SAFE, SECURE, HOSPITABLE
Serial Number:	86542800	SEESAW
Serial Number:	86381219	GUARD SMART NETWORK
Serial Number:	86748311	P3 PREPARE PREDICT PREVENT
Serial Number:	86542788	POWER OF GROWTH
Serial Number:	86754308	OFFICER FORCE

Property Type	Number	Word Mark
Serial Number:	86044597	RED BOX ALERT
Serial Number:	86707057	EAGLE WATCH

CORRESPONDENCE DATA

Fax Number: 2128225607

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.

Phone: 2125305607

Email: abrook@milbank.com

Correspondent Name: Milbank Tweed Hadley & McCloy

Address Line 1: 28 Liberty Street

Address Line 2: Anna Brook

Address Line 4: New York, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	36990-00700
NAME OF SUBMITTER:	Anna Brook
SIGNATURE:	/Anna Brook/
DATE SIGNED:	08/15/2016

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated July 14, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of KeyBank National Association, as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, U.S. Security Associates Holdings, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of July 14, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with U.S. Security Associates Holdings II Corp., a Delaware corporation (“*Holdings*”), KeyBank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, the other Agents named therein and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans, providing Commitments and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated July 14, 2016 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (the “*Collateral*”):

- (i) all patents and patent applications, including, without limitation, the patent and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) all trademark and service mark registrations and applications, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that,

and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral,” shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**U.S. SECURITY ASSOCIATES HOLDINGS,
INC.**

U.S. SECURITY HOLDINGS, INC.

U.S. SECURITY ASSOCIATES, INC.

STAFF PRO INC.

ANDREWS INTERNATIONAL, INC.

as Grantors

By: _____

Name: K. J. Paul Lutz

Title: Vice President, General Counsel &
Secretary

[Intellectual Property Security Agreement Signature Page]

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KEYBANK NATIONAL ASSOCIATION
as Administrative Agent

By: _____

Name: *A. Devichman*

Title: *SVP*

**Schedule A the
IP Security Agreement**

PATENTS

Grantor	Title	Patent No.	Issue/Filing Date
U. S. Security Associates, Inc.	SUPERVISED GUARD TOUR SYSTEMS AND METHODS	7,286,048	10-23-2007 (Issued)
U. S. Security Associates, Inc.	SUPERVISED GUARD TOUR TRACKING SYSTEMS AND METHODS	7,289,023	10-30-2007 (Issued)
U.S. Security Associates, Inc.	SUPERVISED GUARD TOUR TRACKING SYSTEMS AND METHODS	WO 2007028172	09-01-2006 (Filed)
U. S. Security Associates, Inc.	SYSTEMS AND METHODS FOR MONITORING AND ACTUATING A VEHICLE GATE	12/176,048	07-18-2008 (Filed)
U. S. Security Associates, Inc.	SYSTEMS AND METHODS FOR TRAINING SECURITY OFFICERS	12/547,308	08-25-2009 (Filed)
U. S. Security Associates, Inc.	SYSTEMS, METHODS AND COMPUTER PROGRAM FOR LABELED FORMS PROCESSING A/K/A USA LINK	11/210,365	8/24/2005 (Filed)
U. S. Security Associates, Inc.	SYSTEMS AND METHODS FOR MANAGING SECURITY DATA	9,261,951	02/16/2016 (Issued)
U. S. Security Associates, Inc.	SYSTEMS AND METHODS FOR PROVIDING SECURITY AT A VEHICLE YARD	8,698,625	04/15/2014 (Issued)
U. S. Security Associates, Inc.	DATA EXTRACTION AND PROCESSING SYSTEMS AND METHODS	11/329309	01/10/2006 (Filed)

**Schedule B the
IP Security Agreement**

TRADEMARKS

Grantor	Mark	Country	Reg. No.	App./Reg. Date
U.S. Security Associates, Inc.	Advance Security (and Shield Design)	U.S.	1530244	March 14, 1989
U.S. Security Associates, Inc.	Advance Security (and Shield Design)	U.S.	1070786	August 2, 1977
U.S. Security Associates, Inc.	Advanced Security (and Star Design)	U.S.	1230573	March 8, 1983
U.S. Security Associates, Inc.	America's Team	U.S.	2807698	January 27, 2004
U.S. Security Associates, Inc.	America's Team	U.S.	3859642	October 12, 2010
U.S. Security Associates, Inc.	Enterprise Security Manager	U.S.	2932146	March 8, 2005
U.S. Security Associates, Inc.	Gatmaster	U.S.	3722894	December 8, 2009
U.S. Security Associates, Inc.	Healthcare Security (H USA design)	U.S.	2123215	December 23, 1997
U.S. Security Holdings, Inc.	Market Master	U.S.	2812128	February 10, 2004
U.S. Security Holdings, Inc.	Past Positive	U.S.	2476272	August 7, 2001
U.S. Security Associates, Inc.	Past Positive Online	U.S.	3759331	March 9, 2010
U.S. Security Associates, Inc.	Pay-Positive	U.S.	3917312	February 8, 2011
U.S. Security Associates, Inc.	Post-Positive	U.S.	2083926	July 29, 1997
U.S. Security Associates, Inc.	Premier Concierge Services	U.S.	77751218	June 3, 2009
U.S. Security Associates, Inc.	Premier	U.S.	3095093	May 23, 2006
U.S. Security Associates, Inc.	Protect	U.S.	0847640	April 16, 1968
U.S. Security Holdings, Inc.	Responsive Management	U.S.	2585122	June 25, 2002
U.S. Security Associates, Inc.	Security Engineers	U.S.	2100491	September 23, 1997
U.S. Security Associates, Inc.	Supervised Guard Tours	U.S.	3118526	July 18, 2006
U.S. Security Associates, Inc.	Tour-Positive	U.S.	3147589	September 26, 2006
U.S. Security Associates, Inc.	U. S. Security Associates (and design: shield patch)	U.S.	2793613	December 16, 2003
U.S. Security Associates, Inc.	U. S. Security Associates	U.S.	2790176	December 9, 2003
U.S. Security Associates, Inc.	USA U.S. Security Associates (design: flag draped)	U.S.	2849430	June 1, 2004

Grantor	Mark	Country	Reg. No.	App./Reg. Date
U.S. Security Associates, Inc.	USA U.S. Security Associates (design: flag draped)	U.S.	2849430	June 1, 2004
U.S. Security Associates, Inc.	USALink We're Only One "Click" Away	U.S.	3026482	December 13, 2005
U.S. Security Associates, Inc.	Weather Watch	U.S.	77685567	March 6, 2009
U.S. Security Associates, Inc.	Great Guards	U.S.	2935679	March 29, 2005
Andrews International, Inc.	Andrews International	U.S.	3292953	Sept. 18, 2007
Andrews International, Inc.	Verasys	U.S.	3756851	Mar. 9, 2010
Andrews International, Inc.	Andrews International	U.S.	3298140	Sept. 25, 2007
Staff Pro Inc.	The Future of Event Planning	U.S.	3836866	Aug. 24, 2010
Staff Pro Inc.	The Event Staffing Professionals	U.S.	3808694	June 22, 2010
U.S. Security Associates, Inc.	U.S. Security Associates Aviation Services, Inc.	U.S.	86051723	Aug. 29, 2013
U.S. Security Associates, Inc.	U.S. Security Associates Aviation Services Security	U.S.	86258021	Apr. 21, 2014
U.S. Security Associates, Inc.	Instant Alert!	U.S.	86044600	Aug. 21, 2013
U.S. Security Associates, Inc.	Intelligent Officer Network	U.S.	86381232	Aug. 29, 2014
U.S. Security Associates, Inc.	Security Stars	U.S.	86448276	Nov. 7, 2014
U.S. Security Associates, Inc.	U.S. Security Associates Staffing, Inc.	U.S.	86051738	Aug. 29, 2013
U.S. Security Associates, Inc.	U.S. Security Associates Governmental Services, Inc.	U.S.	86051732	Aug. 29, 2013
U.S. Security Associates, Inc.	Data Force	U.S.	86754304	Sept. 11, 2015
U.S. Security Associates, Inc.	Prepare. Predict. Prevent.	U.S.	86393600	Sept. 12, 2014
U.S. Security Associates, Inc.	Safe, Secure, Hospitable	U.S.	86381222	Aug. 29, 2014
U.S. Security Associates, Inc.	Seesaw	U.S.	86542800	Feb. 23, 2015
U.S. Security Associates, Inc.	Guard Smart Network	U.S.	86381219	Aug. 29, 2014
U.S. Security Associates, Inc.	P3 Prepare Predict Prevent	U.S.	86748311	Sept. 14, 2015

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Grantor	Mark	Country	Reg. No.	App./Reg. Date
U.S. Security Associates, Inc.	Power of Growth	U.S.	86542788	Feb. 23, 2015
U.S. Security Associates, Inc.	Officer Force	U.S.	86754308	Sept. 11, 2015
U.S. Security Associates, Inc.	Red Box Alert	U.S.	86044597	Aug. 21, 2013
U.S. Security Associates, Inc.	Eagle Watch	U.S.	86707057	July 28, 2015
U.S. Security Associates, Inc.	Safe. Secure. Friendly.	U.S.	4770401	July 7, 2015
U.S. Security Associates Holdings, Inc.	Gatmaster	U.S.	4609528	Sept. 23, 2014
U.S. Security Associates, Inc.	Solutions for a Safer World	U.S.	4478294	Feb. 4, 2014
U.S. Security Associates, Inc.	Guest Verification System	U.S.	4590466	Aug. 19, 2014
U.S. Security Associates, Inc.	Schedulemaster	U.S.	4466413	Jan. 14, 2014
U.S. Security Associates, Inc.	Security Information Systems	U.S.	4362519	July 2, 2013

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None.