

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Security Associates, Inc.		10/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	1530244	ADVANCE SECURITY	
Registration Number:	1070786	ADVANCE SECURITY	
Registration Number:	2807698	AMERICA'S TEAM	
Registration Number:	3859642	AMERICA'S TEAM	
Registration Number:	5060656	EAGLE WATCH	
Registration Number:	4549368	INTERNATIONAL SECURITY ASSOCIATES	
Registration Number:	4822499	INTERNATIONAL SECURITY ASSOCIATES ISA	
Registration Number:	4590466	GUEST VERIFICATION SYSTEM	
Registration Number:	2123215	HEALTHCARE SECURITY H USA	
Registration Number:	5486805	INTELLIGENT OFFICER NETWORK	
Registration Number:	5482861	OFFICERFORCE	
Registration Number:	5361109	OFFICER FORCE X DATA FORCE = BETTER OUTC	
Registration Number:	3917312	PAY-POSITIVE	
Registration Number:	2083926	POST-POSITIVE	
Registration Number:	5050546	THE POWER OF GROWTH	
Registration Number:	5087927	P3 PREPARE PREDICT PREVENT	
Registration Number:	0847640	PROTECT	
Registration Number:	4770401	SAFE. SECURE. FRIENDLY.	
Registration Number:	4466413	SCHEDULEMASTER	

OP \$890.00 1530244

Property Type	Number	Word Mark
Registration Number:	2100491	SECURITY ENGINEERS
Registration Number:	4362519	SECURITY INFORMATION SYSTEMS
Registration Number:	5218896	SECURITYSTARS
Registration Number:	5065028	SEESAW
Registration Number:	4478294	SOLUTIONS FOR A SAFER WORLD
Registration Number:	5465396	TOTAL VALUE TO PROTECT
Registration Number:	3147589	TOUR-POSITIVE
Registration Number:	2793613	U.S. SECURITY ASSOCIATES SECURITY
Registration Number:	2790176	U.S. SECURITY ASSOCIATES
Registration Number:	5013256	U.S. SECURITY ASSOCIATES AVIATION SERVIC
Registration Number:	5003824	U.S. SECURITY ASSOCIATES AVIATION SERVIC
Registration Number:	2849430	USA U. S. SECURITY ASSOCIATES
Registration Number:	5465429	DATAFORCE
Registration Number:	5351050	DATA FORCE
Serial Number:	87164617	RESPONSIVE MANAGEMENT
Registration Number:	5355588	OFFICER FORCE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/26/2018

Total Attachments: 8

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.] (Executed)#page1.tif

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.] (Executed)#page2.tif

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.] (Executed)#page3.tif

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.] (Executed)#page4.tif

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.] (Executed)#page5.tif

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.]

(Executed)#page6.tif

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.]

(Executed)#page7.tif

source=26a. Allied Incremental - First Lien Trademark Security Agreement [U.S. Security Associates, Inc.]

(Executed)#page8.tif

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

U.S. Security Associates, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 26, 2018

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: Eleven Madison Avenue, 6th Floor

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

October 26, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006468 FRAME: 0395

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2018 (this "Agreement"), among U.S. SECURITY ASSOCIATES, INC. (the "Grantor") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is hereby made to (i) that certain Amended and Restated First Lien Credit Agreement, dated as of August 1, 2016 (as amended pursuant to that certain Incremental Amendment, dated as of April 19, 2017, and that certain Incremental and Extension Amendment, dated as of October 26, 2018, and as further amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Allied Universal Topco LLC, a Delaware limited liability company ("Holdings"), Allied Universal Holdco LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and Credit Suisse AG, as First Lien Administrative Agent and (ii) that certain First Lien Collateral Agreement, dated as of July 28, 2015 (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to release and evidence the release of the collateral pledge, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

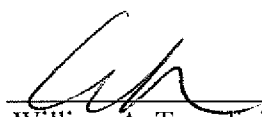
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

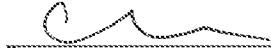
U.S. SECURITY ASSOCIATES, INC., as
Grantor

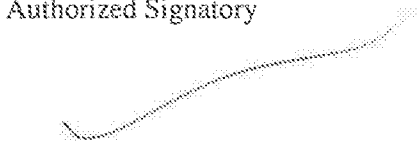
By: 
Name: William A. Torzolini
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006468 FRAME: 0398

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as First Lien
Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

Schedule I

#	Mark	Registration/Application No.	Registration/Application Date
1.	Advance Security	1530244	03/14/1989
2.	Advance Security (and Shield Design)	1070786	08/02/1977
3.	America's Team	2807698	01/27/2004
4.	America's Team	3859642	10/12/2010
5.	Eagle Watch	5060656	10/11/2016
6.	International Security Associates	4549368 ¹	06/10/2014
7.	International Security Associates ISA	4822499 ²	09/29/2015
8.	Guest Verification System	4590466	08/19/2014
9.	Healthcare Security H USA (design) ³	2123215	12/23/1997
10.	Intelligent Officer Network	5486805	06/05/2018
11.	Officerforce	5482861	05/29/2018
12.	Officerforce X Dataforce=Better Outcomes	5361109	12/19/2017
13.	Pay-Positive	3917312	02/08/2011
14.	Post-Positive	2083926	07/29/1997
15.	The Power of Growth	5050546	09/27/2016

¹ NTD: Company to update record ownership from "International Security Associates, Inc." to "U.S. Security Associates, Inc."

² NTD: Company to update record ownership from "International Security Associates, Inc." to "U.S. Security Associates, Inc."

³ NTD: The Company will abandon this trademark.

#	Mark	Registration/Application No.	Registration/Application Date
16.	P3 Prepare Predict Prevent Design	5087927	11/22/2016
17.	Protect ⁴	0847640	04/16/1968
18.	Safe. Secure. Friendly.	4770401	07/07/2015
19.	ScheduleMaster	4466413	01/14/2014
20.	Security Engineers ⁵	2100491	09/23/1997
21.	Security Information Systems	4362519	07/02/2013
22.	SecurityStars	5218896	06/06/2017
23.	SEESAW	5065028	10/18/2016
24.	Solutions for a Safer World	4478294	02/04/2014
25.	Total Value to Protect	5465396	05/08/2018
26.	Tour-Positive	3147589	09/26/2006
27.	U.S. Security Associates Security (and design: shield patch)	2793613	12/16/2003
28.	U.S. Security Associates	2790176	12/09/2003
29.	U.S. Security Associates Aviation Services	5013256	08/02/2016
30.	U.S. Security Associates Aviation Services (and Patch Design)	5003824	07/19/2016
31.	USA U.S. Security Associates	2849430	06/01/2004
32.	Dataforce	5465429	05/08/2018
33.	Data Force	5351050	12/05/2017

⁴ NTD: The Company will abandon this trademark.

⁵ NTD: The Company will abandon this trademark.

#	Mark	Registration/Application No.	Registration/Application Date
34.	Responsive Management	87164617	09/08/2016
35.	Officer Force	5355588	12/12/2017