

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM495743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/29/2018

Total Attachments: 8

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SECOND 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 Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of July 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among USAGM HOLDCO, LLC, as Borrower, USAGM TOPCO, LLC, as Holdings, the other parties from time to time party hereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien Administrative Agent and (b) the Second Lien Collateral Agreement dated as of July 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto, Holdings and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second 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 Second 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 Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second 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. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties, including Liens and security interests granted to the First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

SECTION 6. 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 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

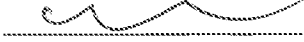
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

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

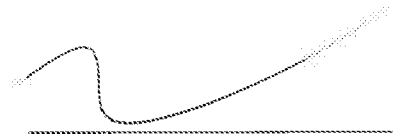
By: 
Name: William A. Torzolini
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Second 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
16.	P3 Prepare Predict Prevent Design	5087927	11/22/2016

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
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
34.	Responsive Management	87164617	09/08/2016

⁴ NTD: The Company will abandon this trademark.

⁵ NTD: The Company will abandon this trademark.

#	Mark	Registration/Application No.	Registration/Application Date
35.	Officer Force	5355588	12/12/2017