

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (ABL Amendment No. 2)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Staff Pro Inc.		05/24/2021	Corporation: CALIFORNIA
U.S. Security Associates, Inc.		05/24/2021	Corporation: DELAWARE
Universal Services of America, LP		05/24/2021	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5807275	STAFF PRO THE EVENT SECURITY & STAFFINGP	
Registration Number:	5835166	P3 PORTAL	
Registration Number:	5835165	P3 REMOTE	
Registration Number:	5813913	P3 ROBOTICS	
Registration Number:	5840266	SOBT	
Registration Number:	6081258	ALLIED UNIVERSAL EDGE EDUCATE DEVELOP GR	
Registration Number:	5997757	AU	
Registration Number:	5997765	AU	
Registration Number:	5997758	AU	
Registration Number:	6275764	AUHIRESMART	
Registration Number:	5905257	AUI	
Registration Number:	5907072	BE PHENOMENAL	
Registration Number:	5850272	PARTNERS IN EMPLOYMENT	
Registration Number:	6125492	THE POWER OF INSIGHT INTO ACTION	
Registration Number:	6264325	THERE FOR OUR VETERANS	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$390.00 5807275

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: 8007130755

Email: james.murray@wolterskluwer.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:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	05/24/2021
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Total Attachments: 7

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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):

1. Staff Pro Inc.
Corporation - California
2. U.S. Security Associates, Inc.
Corporation - Delaware
3. Universal Services of America, LP
Limited Partnership - California

☐ Corporation- State: _____

☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) May 24, 2021

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Security Agreement (ABL Amendment No. 2)

2. Name and address of receiving party(ies)

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

Name: Citibank, N.A., as Collateral Agent

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: US Zip: 10013

☐ 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 _____

B. Trademark Registration No.(s) _____

see attached 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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Allied (35891.940 ABL)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

15

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:

Doris Ka

May 24, 2021

Signature

Date

Doris Ka

Name of Person Signing

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

7

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: 007304 FRAME: 0124

ABL TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2021 (this "Agreement"), among Staff Pro Inc., U.S. Security Associates, Inc. and Universal Services of America, LP (the "Grantors") and CITIBANK, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is hereby made to that certain ABL Credit Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company ("Initial Holdings"), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto and CITIBANK, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Initial Holdings, the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates 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 Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the 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 Grantors hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantors' right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as a present 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 Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement and ABL Intercreditor Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL

Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor 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.

Staff Pro Inc.
U.S. Security Associates, Inc. Universal
Services of America, LP, as Grantors

By: 

Name: David I. Buckman

Title: Executive Vice President, General
Counsel and Secretary

CITIBANK, N.A., as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007304 FRAME: 0127

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

Staff Pro Inc.
U.S. Security Associates, Inc.
Universal Services of America, LP,
as Grantors

By: _____
Name:
Title:

CITIBANK, N.A., as Collateral Agent

By:  _____
Name: Christopher Marino
Title: Vice President & Director

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Owner
STAFF PRO THE EVENT SECURITY & STAFFING PROFESSIONALS & Design	87222244	5807275	11/01/2016	07/16/2019	Staff Pro Inc.
P3 PORTAL	87171378	5835166	09/14/2016	08/13/2019	U.S. Security Associates, Inc.
P3 REMOTE	87171362	5835165	09/14/2016	08/13/2019	U.S. Security Associates, Inc.
P3 ROBOTICS	87171353	5813913	09/14/2016	07/23/2019	U.S. Security Associates, Inc.
SOBT	87614622	5840266	09/19/2017	08/20/2019	U.S. Security Associates, Inc.
Allied Universal EDGE EDUCATE DEVELOP GROW ENGAGE & Design	88350480	6081258	03/21/2019	06/16/2020	Universal Services of America, LP
AU	87975151	5997757	06/10/2016	02/25/2020	Universal Services of America, LP
AU	87981299	5997765	06/10/2016	02/25/2020	Universal Services of America, LP
AU & Design	87975152	5997758	06/10/2016	02/25/2020	Universal Services of America, LP
AUHIRESMART	88936809	6275764	05/28/2020	02/23/2021	Universal Services of America, LP
AUI & Design	88292935	5905257	02/07/2019	11/05/2019	Universal Services of America, LP
BE PHENOMENAL & Design	88299585	5907072	02/13/2019	11/12/2019	Universal Services of America, LP

Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Owner
PARTNERS IN EMPLOYMENT & Design	88299648	5850272	02/13/2019	09/03/2019	Universal Services of America, LP
THE POWER OF INSIGHT INTO ACTION	88299727	6125492	02/13/2019	08/11/2020	Universal Services of America, LP
THERE FOR OUR VETERANS	88836227	6264325	03/16/2020	02/09/2021	Universal Services of America, LP