

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM393641

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GUARDSMARK, LLC		08/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANTOR FITZGERALD SECURITIES, as Noteholder Representative		
<b>Street Address:</b>	110 E. 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2154071	1. CUSTOMER DISSATISFACTION 2. SERVICE R	
<b>Registration Number:</b>	0907703	A STITCH IN TIME	
<b>Registration Number:</b>	3213875	ANNUAL SUSTAINED EXCELLENCE	
<b>Registration Number:</b>	3213876	ASE	
<b>Registration Number:</b>	2151195	THE GUARDSMARK PROMISE 1. CUSTOMER DISSA	
<b>Registration Number:</b>	1595342	DAY TO DAY	
<b>Registration Number:</b>	3532684	ENDURING UNMATCHED EXCELLENCE	
<b>Registration Number:</b>	2324753	EXCELLENCE THROUGH DIVERSITY	
<b>Registration Number:</b>	2062974	G GUARDSMARK TRUTH COURAGE JUDGEMENT	
<b>Registration Number:</b>	2309554	G GUARDSMARK TRUTH COURAGE JUDGEMENT	
<b>Registration Number:</b>	2793314	GENERAL ORDERS REGULATIONS AND INSTRUCTI	
<b>Registration Number:</b>	0841790	GI	
<b>Registration Number:</b>	0907702	GI	
<b>Registration Number:</b>	3320441	GOR&I	
<b>Registration Number:</b>	1811355	GUARDSMARK	
<b>Registration Number:</b>	0808973	GUARDSMARK	
<b>Registration Number:</b>	2805203	GUARDSMARK SUSTAINED EXCELLENCE	
<b>Registration Number:</b>	2820390	GUARDSMARK UNIVERSITY	
<b>Registration Number:</b>	1986655	GUARDSMARK WELLNESS TEAM	
<b>TRADEMARK</b>			

OP \$1140.00 2154071

Property Type	Number	Word Mark
Registration Number:	1903848	HEALTHMARK
Registration Number:	3538929	IGC
Registration Number:	3386850	INTERNATIONAL GUARDSMARK CONFERENCE
Registration Number:	2234757	LETTER & PARCEL BOMBS - A TROJAN HORSE
Registration Number:	1805009	MAXIMUM VALUE PARTNERSHIP
Registration Number:	1794468	MISSION PARTNERSHIP STATEMENT
Registration Number:	4412361	MISSION PERFORMANCE STATEMENT
Registration Number:	3177719	MPS
Registration Number:	1818302	MVP
Registration Number:	1774392	PPS
Registration Number:	1789971	PROFESSIONAL PERSONNEL SCREENING
Registration Number:	2124106	PUMPED FOR LIFE!
Registration Number:	1691040	RAPIDLY BECOMING RECOGNIZED AS THE BEST
Registration Number:	3015400	RAPIDLY BECOMING RECOGNIZED AS THE BEST
Registration Number:	3146292	SUSTAINED EXCELLENCE
Registration Number:	1890289	TEAM
Registration Number:	1853332	TEAM EXCELLENCE APPROACH MANAGEMENT
Registration Number:	2139357	TERRIFIC THURSDAY
Registration Number:	2154070	THE GUARDSMARK PROMISE
Registration Number:	3031903	THE HIGHEST STANDARDS IN THE SECURITY BU
Registration Number:	1108620	THE LIPMAN REPORT
Registration Number:	2931856	THE TIME FOR URGENCY IS NOW
Registration Number:	1891327	WINNING WEDNESDAY
Registration Number:	3766846	WW
Registration Number:	4527752	GUARDSMARK DPS
Registration Number:	4527753	GUARDSMARK DIGITAL PORTAL SYSTEM

**CORRESPONDENCE DATA**

**Fax Number:** 2123553333

*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:** 2124597136

**Email:** tbennett@goodwinprocter.com

**Correspondent Name:** Tracey D. Bennett

**Address Line 1:** c/o Goodwin Procter LLP

**Address Line 2:** 620 8th Ave.

**Address Line 4:** New York, NEW YORK 10018

**ATTORNEY DOCKET NUMBER:** 125778.250119

**NAME OF SUBMITTER:** Tracey D. Bennett

<b>SIGNATURE:</b>	/s/Tracey D. Bennett
<b>DATE SIGNED:</b>	08/03/2016
<b>Total Attachments: 9</b> source=Trademark Security Agreement (Guardsmark, LLC)#page1.tif source=Trademark Security Agreement (Guardsmark, LLC)#page2.tif source=Trademark Security Agreement (Guardsmark, LLC)#page3.tif source=Trademark Security Agreement (Guardsmark, LLC)#page4.tif source=Trademark Security Agreement (Guardsmark, LLC)#page5.tif source=Trademark Security Agreement (Guardsmark, LLC)#page6.tif source=Trademark Security Agreement (Guardsmark, LLC)#page7.tif source=Trademark Security Agreement (Guardsmark, LLC)#page8.tif source=Trademark Security Agreement (Guardsmark, LLC)#page9.tif	

SECOND LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2016 (this “Agreement”), among GUARDSMARK, LLC (the “Grantor”) and CANTOR FITZGERALD SECURITIES, as Noteholder Representative (in such capacity, the “Noteholder Representative”).

Reference is made to (a) the Second Lien Note Purchase Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) among ALLIED UNIVERSAL HOLDCO LLC (f/k/a USAGM HOLDCO, LLC), as Issuer, ALLIED UNIVERSAL TOPCO LLC (f/k/a USAGM TOPCO, LLC), as Holdings, the other parties from time to time party thereto and CANTOR FITZGERALD SECURITIES, as Noteholder Representative and (b) the Second Lien Notes Collateral Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Notes Collateral Agreement”) among the Issuer, the other Grantors from time to time party thereto, Holdings and the Noteholder Representative. The Noteholders have agreed to purchase the Notes issued by the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Noteholders to purchase Notes and as consideration for Notes previously purchased. 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 Notes Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Notes 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 Noteholder Representative, 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 Notes Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Noteholder Representative 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. Notes Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Representative with respect to the

Trademark Collateral are more fully set forth in the Notes 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 Notes Collateral Agreement, the terms of the Notes Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Noteholder Representative 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 Noteholder Representative hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the Intercreditor Agreements shall govern.

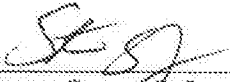
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

*[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.


GUARDSMARK, LLC, as Grantor

By:   
Name: Steven B. Jones  
Title: Chief Executive Officer

*[Signature Page - Trademark Security Agreement (Notes)]*

**TRADEMARK**  
**REEL: 005845 FRAME: 0344**

CANTOR FITZGERALD SECURITIES,  
as Noteholder Representative


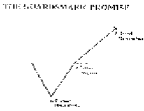
By:   
Name: **James Bond, COO**  
Title: **Date: August 1, 2016**






*[Signature Page – Trademark Security Agreement (Notes)]*


**TRADEMARK**  
**REEL: 005845 FRAME: 0345**


Schedule I

#	Mark	Registrant	Registration No.	Registration Date
1.	1. CUSTOMER DISSATISFACTION 2. SERVICE RECOVERY 3. EXCEED EXPECTATIONS (chart design)  	Guardsmark, LLC	2,154,071	4/28/1998
2.	A STITCH IN TIME	Guardsmark, LLC	0,907,703	2/9/1971
3.	ANNUAL SUSTAINED EXCELLENCE	Guardsmark, LLC	3,213,875	2/27/2007
4.	ASE	Guardsmark, LLC	3,213,876	2/27/2007
5.	Chart Design and THE GUARDSMARK PROMISE (et al.)  	Guardsmark, LLC	2,151,195	4/14/1998
6.	DAY TO DAY	Guardsmark, LLC	1,595,342	5/8/1990
7.	ENDURING UNMATCHED EXCELLENCE	Guardsmark, LLC	3,532,684	11/11/2008
8.	EXCELLENCE THROUGH DIVERSITY	Guardsmark, LLC	2,324,753	2/29/2000



#	Mark	Registrant	Registration No.	Registration Date
9.	G GUARDSMARK TRUTH COURAGE JUDGEMENT & Design 	Guardsmark, LLC	2,062,974	5/20/1997
10.	G GUARDSMARK TRUTH COURAGE JUDGEMENT & Design 	Guardsmark, LLC	2,309,554	1/18/2000
11.	GENERAL ORDERS REGULATIONS AND INSTRUCTIONS FOR UNIFORMED PERSONNEL	Guardsmark, LLC	2,793,314	12/9/2003
12.	GI	Guardsmark, LLC	0,841,790	1/2/1968
13.	GI (Stylized) 	Guardsmark, LLC	0,907,702	2/9/1971
14.	GOR&I	Guardsmark, LLC	3,320,441	10/23/2007
15.	GUARDSMARK	Guardsmark, LLC	1,811,355	12/14/1993
16.	GUARDSMARK	Guardsmark, LLC	0,808,973	5/24/1966

#	Mark	Registrant	Registration No.	Registration Date
17.	GUARDSMARK SUSTAINED EXCELLENCE	Guardsmark, LLC	2,805,203	1/13/2004
18.	GUARDSMARK UNIVERSITY	Guardsmark, LLC	2,820,390	3/2/2004
19.	GUARDSMARK WELLNESS TEAM & Design  	Guardsmark, LLC	1,986,655	7/16/1996
20.	HEALTHMARK	Guardsmark, LLC	1,903,848	7/4/1995
21.	IGC	Guardsmark, LLC	3,538,929	11/25/2008
22.	INTERNATIONAL GUARDSMARK CONFERENCE	Guardsmark, LLC	3,386,850	2/19/2008
23.	LETTER & PARCEL BOMBS - A TROJAN HORSE	Guardsmark, LLC	2,234,757	3/23/1999
24.	MAXIMUM VALUE PARTNERSHIP (Stylized)  <b>MAXIMUM VALUE PARTNERSHIP</b>	Guardsmark, LLC	1,805,009	11/16/1993
25.	MISSION PARTNERSHIP STATEMENT	Guardsmark, LLC	1,794,468	9/21/1993
26.	MISSION PERFORMANCE STATEMENT	Guardsmark, LLC	4,412,361	10/01/2013

#	Mark	Registrant	Registration No.	Registration Date
27.	MPS	Guardsmark, LLC	3,177,719	11/28/2006
28.	MVP (Stylized)  <b>MVP</b>	Guardsmark, LLC	1,818,302	1/25/1994
29.	PPS	Guardsmark, LLC	1,774,392	6/1/1993
30.	PROFESSIONAL PERSONNEL SCREENING	Guardsmark, LLC	1,789,971	8/24/1993
31.	PUMPED FOR LIFE! & Heart Design  	Guardsmark, LLC	2,124,106	12/23/1997
32.	RAPIDLY BECOMING RECOGNIZED AS THE BEST IN THE BUSINESS	Guardsmark, LLC	1,691,040	6/2/1992
33.	RAPIDLY BECOMING RECOGNIZED AS THE BEST IN THE SECURITY BUSINESS	Guardsmark, LLC	3,015,400	11/15/2005
34.	SUSTAINED EXCELLENCE	Guardsmark, LLC	3,146,292	9/19/2006
35.	TEAM	Guardsmark, LLC	1,890,289	4/18/1995
36.	TEAM EXCELLENCE APPROACH MANAGEMENT	Guardsmark, LLC	1,853,332	9/6/1994

#	Mark	Registrant	Registration No.	Registration Date
37.	TERRIFIC THURSDAY	Guardsmark, LLC	2,139,357	2/24/1998
38.	THE GUARDSMARK PROMISE	Guardsmark, LLC	2,154,070	4/28/1998
39.	THE HIGHEST STANDARDS IN THE SECURITY BUSINESS	Guardsmark, LLC	3,031,903	12/20/2005
40.	THE LIPMAN REPORT	Guardsmark, LLC	1,108,620	12/12/1978
41.	THE TIME FOR URGENCY IS NOW	Guardsmark, LLC	2,931,856	3/8/2005
42.	WINNING WEDNESDAY	Guardsmark, LLC	1,891,327	4/25/1995
43.	WW	Guardsmark, LLC	3,766,846	3/30/2010
44.	GUARDSMARK DPS	Guardsmark, LLC	4,527,752	5/13/2014
45.	GUARDSMARK DIGITAL PORTAL SYSTEM	Guardsmark, LLC	4,527,753	5/13/2014