

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Reliability Group, Inc.		03/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One US Bank Plaza, 12th Floor		
Internal Address:	Mail Code SL-MO-T12M, ATTN: Leveraged Finance Group		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85733848	IRELIABILITY	
Serial Number:	85752502	KEYNECT	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>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.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Jennifer A. Visintine		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	299-112427		
NAME OF SUBMITTER:	Jennifer A. Visintine		
SIGNATURE:	/jennifer a. visintine/		
DATE SIGNED:	05/12/2015		
Total Attachments: 5			
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AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (this "Amendment") is made as of the 31st day of March, 2015, by and between ALLIED RELIABILITY GROUP, INC., a Delaware corporation ("Debtor"), and U.S. BANK NATIONAL ASSOCIATION, as the Administrative Agent for the benefit of the Senior Secured Creditors under and as defined in that certain Loan Agreement dated as of August 30, 2013 made by and among ARG Acquisition Company, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and U.S. Bank National Association, as the L/C Issuer and the Administrative Agent, as previously amended by a certain Amendment to Loan Agreement dated as of July 8, 2014 made by and among the Borrower, the Lenders, the L/C Issuer and the Administrative Agent and as amended on the date hereof by a certain Second Amendment to Loan Agreement made by and among the Borrower, the Lenders, the L/C Issuer and the Administrative Agent (as so amended, and as the same may from time to time be further amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, Debtor heretofore executed in favor of the Administrative Agent for the benefit of the Senior Secured Creditors that certain Patent and Trademark Security Agreement dated as of September 3, 2013 (the "Patent and Trademark Security Agreement"); and

WHEREAS, Debtor has obtained additional trademarks registered with the USPTO, and Debtor and the Administrative Agent desire to amend the Patent and Trademark Security Agreement to include such trademarks on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above stated premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Schedule C to the Patent and Trademark Security Agreement (Trademark Registrations) is hereby deleted in its entirety, and Schedule C attached to this Amendment is hereby substituted in lieu thereof.

2. All references in the Patent and Trademark Security Agreement to "Schedule C" and any other references of similar import shall henceforth mean and refer to Schedule C as amended by this Amendment, and all references in the Patent and Trademark Security Agreement to the Trademarks of Debtor shall be amended to include the Trademarks on Schedule C attached hereto. For value received, Debtor hereby grants to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and Lien on all of Borrower's right, title and interest in, to and under the above-referenced Trademarks on the same terms and subject to the same covenants and conditions as set forth in the Patent and Trademark Security Agreement.

3. The Patent and Trademark Security Agreement, as hereby amended, shall continue to secure the Secured Obligations (as defined therein and as amended herein), including, without limitation all of Borrower's Obligations as defined in the Loan Agreement. Upon the occurrence of an Event of Default, as defined in the Loan Agreement, the Administrative Agent shall be entitled to and may exercise all rights and remedies under the Patent and Trademark Security Agreement and as otherwise provided by law, including without limitation, acceleration of all principal and interest outstanding under any of the Secured Obligations and foreclosure of the Collateral described therein.

4. Debtor hereby represents and warrants to Administrative Agent that:

(a) the execution, delivery and performance by Debtor of this Amendment are within the corporate powers of Debtor, have been duly authorized by all necessary corporate action and require no action by

or in respect of, filing with or consent of any governmental or regulatory body, instrumentality, authority, agency or official or any other person or entity. The execution, delivery and performance by Debtor of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Debtor is not now in default under or in violation of, the terms of the Organizational Documents of Debtor, as amended, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Debtor is a party or by which Debtor or any of its property or assets is bound or to which Debtor or any of its property or assets is subject;

(b) this Amendment has been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as such enforceability may be limited by (i) Debtor Relief Laws and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

(c) as of the date of this Amendment, all of the covenants, representations and warranties of Debtor set forth in the Patent and Trademark Security Agreement are true and correct in all material respects and no "Event of Default" under or within the meaning of the Patent and Trademark Security Agreement has occurred and is continuing.

5. Except to the extent amended by this Amendment, all of the terms, provisions, conditions, agreements, covenants, representations, warranties and powers contained in the Patent and Trademark Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

6. All references in the Patent and Trademark Security Agreement to "this Patent and Trademark Security Agreement" and any other references of similar import shall henceforth mean the Patent and Trademark Security Agreement as amended by this Amendment.

7. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations under the Patent, Trademark and License Security Agreement as amended by this Amendment.

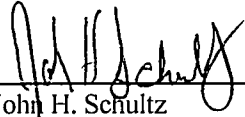
8. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

9. In the event of any inconsistency or conflict between this Amendment and the Patent and Trademark Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Patent and Trademark Security Agreement as of the date first written above.

ALLIED RELIABILITY GROUP, INC.

By:  _____
Name: John H. Schultz
Title: Vice President and Secretary

U.S. BANK NATIONAL ASSOCIATION, as
the Administrative Agent

By: _____
Name: _____
Title: _____

[Signature page to Amendment to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Patent and Trademark Security Agreement as of the date first written above.

ALLIED RELIABILITY GROUP, INC.

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION, as
the Administrative Agent

By: Juli K. Van Hook
Name: Juli K. Van Hook
Title: Senior Vice President

Schedule C

United States Trademarks

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
IRELIABILITY	Allied Reliability Group, Inc. (Delaware corporation) 4200 Faber Place Dr. Charleston, SC 29405	85733848	20-Sep-12	4377918	30-Jul-13
Keynect	Allied Reliability Group, Inc. (Delaware corporation) 4200 Faber Place Dr. Charleston, SC 29405			85752502	17-Dec-13