

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNITED SERVICE COMPANIES HOLDINGS, LLC		06/28/2023	Limited Liability Company:
U.S. AVIATION SERVICES CORP.		06/28/2023	Corporation:
U.S. SECURITY STAFF, INC.		06/28/2023	Corporation:
UNITED ADMINISTRATIVE SERVICES, INC.		06/28/2023	Corporation:
UNITED GLOBAL SERVICE COMPANIES, INC.		06/28/2023	Corporation:
UNITED MAINTENANCE COMPANY, INC.		06/28/2023	Corporation:
UNITED NATIONAL MAINTENANCE, INC.		06/28/2023	Corporation:
UNITED PROFESSIONAL STAFF, LLC		06/28/2023	Limited Liability Company:
UNITED SECURITY SERVICES, INC.		06/28/2023	Corporation:
UNITED SERVICE COMPANIES HOLDINGS II, LLC		06/28/2023	Limited Liability Company:
UNITED SERVICE COMPANIES, INC.		06/28/2023	Corporation:
UNITED TEMPS, INC.		06/28/2023	Corporation:
THE PAYROLL DEPARTMENT, INC.		06/28/2023	Corporation:
TRADE SHOW EXECUTIVE, INC.		06/28/2023	Corporation:

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION
Street Address:	6111 North River Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: ILLINOIS

OP \$140.00 2568835

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2568835	UNITEDSERVICECOMPANIES
Registration Number:	2787735	TRADE SHOW EXECUTIVE
Registration Number:	5484514	UNITED TEMPS
Registration Number:	5598708	TRADE SHOW EXECUTIVE
Registration Number:	5384650	GLOBAL DIRECT

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@mcguirewoods.com

Correspondent Name: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER: Christel E. Harlacher

SIGNATURE: /Christel E. Harlacher/

DATE SIGNED: 07/14/2023

Total Attachments: 7

source=Fifth Third _ United Service - IP Security Agreement (TM)(176028357.1)#page1.tif

source=Fifth Third _ United Service - IP Security Agreement (TM)(176028357.1)#page2.tif

source=Fifth Third _ United Service - IP Security Agreement (TM)(176028357.1)#page3.tif

source=Fifth Third _ United Service - IP Security Agreement (TM)(176028357.1)#page4.tif

source=Fifth Third _ United Service - IP Security Agreement (TM)(176028357.1)#page5.tif

source=Fifth Third _ United Service - IP Security Agreement (TM)(176028357.1)#page6.tif

source=Fifth Third _ United Service - IP Security Agreement (TM)(176028357.1)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of June 28, 2023, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Fifth Third Bank, National Association ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among UNITED SERVICE COMPANIES HOLDINGS, LLC, an Illinois limited liability company ("Holdings"), U.S. AVIATION SERVICES CORP., a Nevada corporation, U.S. SECURITY STAFF, INC., an Illinois corporation, UNITED ADMINISTRATIVE SERVICES, INC., an Illinois corporation, UNITED GLOBAL SERVICES COMPANIES, INC., a Delaware corporation, UNITED MAINTENANCE COMPANY, INC., an Illinois corporation, UNITED NATIONAL MAINTENANCE, INC., a Nevada corporation, UNITED PROFESSIONAL STAFF, LLC, a Florida limited liability company, UNITED SECURITY SERVICES, INC., an Illinois corporation, UNITED SERVICE COMPANIES HOLDINGS II, LLC, an Illinois limited liability company, UNITED SERVICE COMPANIES, INC., an Illinois corporation, UNITED TEMPS, INC., a Nevada corporation, THE PAYROLL DEPARTMENT, INC., an Illinois corporation, and TRADE SHOW EXECUTIVE, INC., an Illinois corporation (collectively with Holdings, the "Borrowers" and each, individually, a "Borrower"), the other Loan Parties signatory thereto, as Loan Parties, and the Lender, the Lender has agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith by and among Borrowers, Holdings, and the other Grantors from time to time party thereto in favor of Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make its extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Lender for the benefit of the Lender, and grants to Lender for the benefit of the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;

- (b) the goodwill associated with such Trademarks;
- (c) all renewals and extensions of the foregoing; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

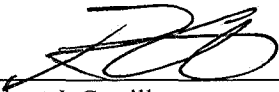
**UNITED SERVICE COMPANIES
HOLDINGS, LLC, as Grantor**

By: 
Name: Robert J. Castillo
Title: Chairman

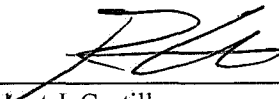
**U.S. AVIATION SERVICES CORP., as
Grantor**

By: 
Name: Robert J. Castillo
Title: President

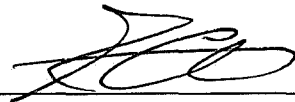
U.S. SECURITY STAFF, INC., as Grantor

By: 
Name: Robert J. Castillo
Title: Vice President


**UNITED ADMINISTRATIVE SERVICES,
INC., as Grantor**

By: 
Name: Robert J. Castillo
Title: President

**UNITED GLOBAL SERVICE COMPANIES,
INC., as Grantor**

By: 
Name: Robert J. Castillo
Title: President


**UNITED MAINTENANCE COMPANY,
INC., as Grantor**

By: 
Name: Robert J. Castillo
Title: President


**UNITED NATIONAL MAINTENANCE,
INC., as Grantor**

By: 
Name: Robert J. Castillo
Title: President


**UNITED PROFESSIONAL STAFF, LLC, as
Grantor**

By: 
Name: Robert J. Castillo
Title: Chairman


**UNITED SECURITY SERVICES, INC., as
Grantor**

By: 
Name: Robert J. Castillo
Title: President


**UNITED SERVICE COMPANIES
HOLDINGS II, LLC, as Grantor**

By: 
Name: Robert J. Castillo
Title: Chairman


**UNITED SERVICE COMPANIES, INC., as
Grantor**

By: 
Name: Robert J. Castillo
Title: President


UNITED TEMPS, INC. , as Grantor

By: 
Name: Robert J. Castillo
Title: President

THE PAYROLL DEPARTMENT, INC., as
Grantor

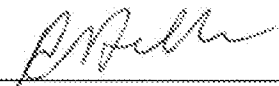
By: 
Name: Robert J. Castillo
Title: President

TRADE SHOW EXECUTIVE, INC., as
Grantor

By: 
Name: Robert J. Castillo
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK, NATIONAL
ASSOCIATION,
as Lender

By: 
Name: Richard Feller
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Registration Number	Word Mark	Status
United National Maintenance, Inc.	2,568,835	UNITEDSERVICECOMPANIES	Active
Trade Show Executive, Inc.	2,787,735	Trade Show Executive	Active
United Temps, Inc.	5,484,514	United Temps	Active
Trade Show Executive, Inc.	5,598,708	Trade Show Executive	Active
Trade Show Executive, Inc.	5,384,650	GLOBAL DIRECT	Active