

05-17-2005

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

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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):**

Fire King Security Products, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other limited liability company- KY

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) May 12, 2005

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

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

Name: GE Business Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 201 Merritt 7

City: Chicago

State: IL

Country: USA Zip: 06851-1056

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship DE  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)  
78/578,275

B. Trademark Registration No.(s)

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: Kristin Brozovic

Internal Address: \_\_\_\_\_

Street Address: c/o Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9767

Email Address: kristin.brozovic@lw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Kristin Brozovic

Signature

5/13/05

Date

05/18/2005 DEVRNE 00000122 78578275

01 FC:0521  
02 FC:0523

40.00 00 Kristin Brozovic

120.00 00 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003088 FRAME: 0416

# **FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

## **THIS FIRST SUPPLEMENT TO TRADEMARK SECURITY**

**AGREEMENT** (the "Supplement") made as of May 12, 2005 by FIRE KING SECURITY PRODUCTS, LLC, a Kentucky limited liability company ("Grantor"), in favor of GE BUSINESS CAPITAL CORPORATION (f/k/a Transamerica Business Capital Corporation), a Delaware corporation, in its capacity as Agent for Lenders.

### **W I T N E S S E T H**

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of November 4, 2004 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement," which was recorded by Agent on November 10, 2004 at Reel 002977 Frame 0413 in the United States Patent and Trademark Office; capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Trademark Security Agreement); and

WHEREAS, Grantor has acquired certain new Trademarks (as defined in the Trademark Security Agreement), and Grantor and Agent have agreed to supplement Schedule I to Trademark Security Agreement to include such new Trademarks.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Agent agree as follows:

1. Supplement. The parties hereto agree that the Trademark Security Agreement is hereby supplemented and amended by adding to Schedule I to the Trademark Security Agreement the Trademarks listed on Schedule I hereto. The parties hereto acknowledge and agree that nothing contained in this Supplement shall be deemed to release or otherwise affect any of the Trademarks described on Schedule I to the Trademark Security Agreement as in effect immediately prior to the date of this Supplement.

2. Severability. The provisions of this Supplement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Supplement in any jurisdiction.

3. Binding Effect; Benefits. This Supplement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

4. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

5. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


6. Ratification. Each of Grantor and Agent hereby acknowledges and agrees that except as expressly amended herein, all of those terms and provisions of the Trademark Security Agreement in effect immediately prior to the date of this Supplement are hereby ratified and confirmed in all respects and shall remain in full force and effect.

7. Counterparts. This Supplement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

**FIRE KING SECURITY PRODUCTS,  
LLC, as Grantor**

By:   
Name:   
Title: 

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION  
(f/k/a Transamerica Business Capital  
Corporation), as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to First Supplement to Trademark Security Agreement]

**TRADEMARK  
REEL: 003088 FRAME: 0419**

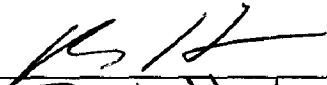
IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

**FIRE KING SECURITY PRODUCTS,  
LLC, as Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION  
(f/k/a Transamerica Business Capital  
Corporation), as Agent**

By:   
Name: Paul Herberts  
Title: Duly Authorized Signatory

[Signature Page to First Supplement to Trademark Security Agreement]

**TRADEMARK  
REEL: 003088 FRAME: 0420**

**SCHEDULE I**  
**TO**  
**FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Registration/Application Date</b>
FKI Security Group	Serial No. 78/578275	March 2, 2005

Sch. I - 1

CHV755409.1

**RECORDED: 05/17/2005**

**TRADEMARK**  
**REEL: 003088 FRAME: 0421**