

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VON DUPRIN LLC		10/15/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3795460		
Registration Number:	3753843		
Registration Number:	1971656	BREAKAWAY	
Registration Number:	1738872	CHEXIT	
Registration Number:	2857781	FAST TRACK	
Registration Number:	1527779	GLYNN-JOHNSON	
Registration Number:	2590300	GUARD-X	
Registration Number:	2453798	INPACT	
Registration Number:	3098564	R2	
Registration Number:	3169129	R2 HINGE	
Registration Number:	1309631	VON DUPRIN	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
		TRADEMARK	

OP \$290.00 3795460

Address Line 4: Waldorf, MARYLAND 20602	
ATTORNEY DOCKET NUMBER:	CRS1-39830
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	11/04/2014
Total Attachments: 5 source=39830#page1.tif source=39830#page2.tif source=39830#page3.tif source=39830#page4.tif source=39830#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of October 15, 2014 (this "Agreement"), between Von Duprin LLC (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of October 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Allegion Public Limited Company, as the Borrower, Allegion US Holding Company Inc., as the Co-Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of October 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Co-Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

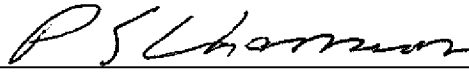
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

VON DUPRIN LLC,
as Grantor

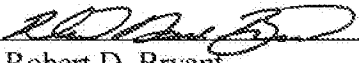
By: 
Name: Patrick S. Shannon
Title: Senior Vice President and Chief
Financial Officer

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

VON DUPRIN LLC,
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Robert D. Bryant
Title: Vice President

SCHEDULE I

Trademarks

Trademark	Status	Applicant / Registrant / Owner	Appln No.	Reg. No.	Filing Date	Expir date
98 DESIGN in Class 06 Int.	Registered	Von Duprin LLC	77/663297	3795460	4-Feb-09	1-Jun-20
99 DESIGN in Class 06 Int.	Registered	Von Duprin LLC	77/663301	3753843	4-Feb-09	2-Mar-20
BREAKAWAY in Class 06 Int.	Registered	Von Duprin LLC	74/450602	1971656	25-Oct-93	30-Apr-16
CHEXIT & Design in Class 9	Registered	Von Duprin LLC	74192627	1738872	8-Aug-91	8-Dec-22
CHEXIT in Class 06 Int., 09 Int.	Registered	Von Duprin LLC	74192627	1738872	8-Aug-91	8-Dec-22
FAST TRACK in Class 35 Int.	Registered	Von Duprin LLC	78/083051	2857781	7-Sep-01	29-Jun-24
GLYNN-JOHNSON in Class 06 Int.	Registered	Von Duprin LLC	73742916	1527779	29-Jul-88	7-Mar-19
GUARD-X in Class 06 Int.	Registered	Von Duprin LLC	75/826015	2590300	18-Oct-99	9-Jul-22
INPACT in Class 06 Int.	Registered	Von Duprin LLC	75/659667	2453798	12-Mar-99	22-May-21
R2 (Stylized) in Class 06 Int.	Registered	Von Duprin LLC	76567248	3098564	24-Dec-03	30-May-16
R2 HINGE in Class 06 Int.	Registered	Von Duprin LLC	76567249	3169129	24-Dec-03	7-Nov-16
VON DUPRIN in Class 06 Int.	Registered	Von Duprin LLC	73/415565	1309631	2-Mar-83	18-Dec-14

Trademark Applications

None.