

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336814

<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>
FIRE KING INTERNATIONAL, LLC		03/30/2015	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDLEY SBIC, LP, AS AGENT		
<b>Street Address:</b>	375 PARK AVENUE		
<b>Internal Address:</b>	33RD FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3943230	NKL RDCHECKTRACK	
<b>Registration Number:</b>	0406424	MEILINK	
<b>Registration Number:</b>	0623477	FIRE KING	
<b>Registration Number:</b>	0633178	HERCULES	
<b>Registration Number:</b>	0700111	BOLT-O-MATIC DOR-GARD	
<b>Registration Number:</b>	1173902	FIRE KING	
<b>Registration Number:</b>	1301215	DURAVault	
<b>Registration Number:</b>	1527772	GIBRALTAR	
<b>Registration Number:</b>	1601883	TURTLE	
<b>Registration Number:</b>	1927973	SHERLOCK	
<b>Registration Number:</b>	2388560	FIRE KING MEDIAVault	
<b>Registration Number:</b>	2801790	FIREKING	
<b>Registration Number:</b>	2833666	FIREKING	
<b>Registration Number:</b>	2909446	FIREKING 25	
<b>Registration Number:</b>	3716405	DRYFILES	
<b>Registration Number:</b>	3832763	HEMI	
<b>Serial Number:</b>	85874899	HERCULES BY FIREKING	
<b>Serial Number:</b>	85925527	HERCULES BY FIREKING	
<b>TRADEMARK</b>			

CH \$590.00 3943230

Property Type	Number	Word Mark
Serial Number:	86005075	IST
Serial Number:	86005086	IST
Registration Number:	4136939	PATRIOT BY FIREKING
Registration Number:	4299259	SURE SEAL BY FIREKING
Serial Number:	86394473	ASCENT

**CORRESPONDENCE DATA**

Fax Number: 3105572193

*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: 310-284-4512

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 Century Park East, Suite 3200

Address Line 2: C/O KIMBERLEY A LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	51494.074
<b>NAME OF SUBMITTER:</b>	Kimberley A Lathrop
<b>SIGNATURE:</b>	/Kimberley A Lathrop/
<b>DATE SIGNED:</b>	03/31/2015

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30<sup>th</sup> day of March, 2015 by **FIRE KING INTERNATIONAL, LLC** ("Grantor"), in favor of **MEDLEY SBIC, LP**, in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, **FKI SECURITY GROUP, LLC**, a Delaware limited liability company ("FKI"), **CORPORATE SAFE SPECIALISTS, LLC**, a Delaware limited liability company ("CSS"), **FIRE KING INTERNATIONAL, LLC**, an Indiana limited liability company ("FK International"), **FIRE KING SECURITY PRODUCTS, LLC**, an Indiana limited liability company ("FK Security"), **IMAGE VAULT, LLC**, an Indiana limited liability company ("Image Vault") and **FIRE KING COMMERCIAL SERVICES, LLC**, an Indiana limited liability company ("FK Commercial", and together with FKI, CSS, FK International, FK Security and Image Vault, the "Borrowers" and each a "Borrower") have entered into that certain Term Loan and Security Agreement with **FK ACQUISITION, INC.**, a Delaware corporation ("Holdings"), any Subsidiaries of Holdings which are now or which hereafter become a party thereto as guarantors, certain financial institutions party thereto from time to time as lenders (the "Lenders") and Agent dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extension of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement; provided, that, Grantor shall not have granted a security interest in any Excluded Assets.

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 agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (the "Intellectual Property Collateral"):

(i) each trademark and trademark application, listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"),

together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary contained herein, the definition of "Intellectual Property Collateral" shall exclude any Excluded Assets, including, without limitation, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 attached hereto constitute all trademarks registered with the United States Patent and Trademark Office and owned by Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.


6. Conflicts. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control. No right, power or remedy granted to Agent hereunder shall be exercised by Agent, and no direction shall be given by Agent, in contravention of the Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of Agent shall be subject to the terms of the Intercreditor Agreement. Furthermore, at all times prior to the Discharge of Revolving Loan Debt (as defined in the Intercreditor Agreement), Agent is authorized by the parties hereto to effect transfers of such Intellectual Property Collateral at any time in its possession (and any "control" or similar agreements with respect to such Intellectual Property Collateral) to Revolving Agent.

7. Governing Law. This Agreement, and all matters related hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws of the State of New York.

**[signatures to appear on following page]**

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

**FIRE KING INTERNATIONAL, LLC**

By:   
Name: Mark G. Essig  
Title: Secretary

Agreed and Accepted  
as of the Date First Written Above

**MEDLEY SBIC, LP,**  
as Agent

By: Medley SBIC GP, LLC  
Its: General Partner

By: *Marilyn Adler*  
Name: Marilyn Adler  
Title: Partner

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005489 FRAME: 0065**

## SCHEDULE 1

**U.S. TRADEMARK  
REGISTRATIONS  
AND APPLICATIONS**

<b><u>Trademark</u></b>	<b><u>Owner of Record</u></b>	<b><u>Regist./Serial Number</u></b>	<b><u>Regist./Applicatio n Date</u></b>
NKL RDCHECKTRACK	Fire King International, LLC	3,943,230	03/31/2010
Meilink (Stylized)	Fire King International, LLC	406424	April 4 1944
Fire King (Stylized)	Fire King International, LLC	623477	Mar. 20 1956
Hercules	Fire King International, LLC	633178	Aug. 21 1956
Bolt-O-Matic Dor-Gard	Fire King International, LLC	700111	June 28 1960
Fire King	Fire King International, LLC	1173902	10/20/1981
Duravault	Fire King International, LLC	1301215	Oct. 23 1984
Gibraltar	Fire King International, LLC	1527772	Mar. 7 1989
Turtle	Fire King International, LLC	1601883	June 19 1990
Sherlock (Stylized)	Fire King International, LLC	1927973	Oct. 17 1995
Fire King Mediavault	Fire King International, LLC	2388560	Sept. 19 2000
Fire King (Design)	Fire King International, LLC	2801790	Jan. 6 2004
Fireking	Fire King International, LLC	2833666	April 20 2004
Fireking 25	Fire King International, LLC	2909446	Dec. 14, 2004
DRYFiles	Fire King International, LLC	3716405	Nov. 24, 2009
HEMI	Fire King International, LLC	3832763	08/10/2010
Hercules By Fireking	Fire King International, LLC	85/874,899	March 13, 2013
Hercules By Fireking	Fire King International, LLC	85/925,527	May 7, 2013
IST	Fire King International, LLC	86/005,075	July 9, 2013
IST	Fire King International, LLC	86/005,086	July 9, 2013
PATRIOT BY FIRE KING	Fire King International, LLC	4,136,939	June 6, 2011
SURE SEAL BY FIREKING	Fire King International, LLC	4,299,259	August 14, 2012
ASCENT	Fire King International, LLC	86/394,473	September 15, 2014