

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRE KING SECURITY PRODUCTS, LLC		03/30/2015	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	MEDLEY SBIC, LP, AS AGENT		
Street Address:	375 PARK AVENUE		
Internal Address:	33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1107005	ADESCO	
Registration Number:	1451767	GARY	
Registration Number:	2331456	ADESCO	
Registration Number:	2398546	MEILINK CENTENNIAL	
Registration Number:	2398552	DAUNTLESS	
Registration Number:	2679610	AUDITLOK	
Registration Number:	3024488	PERFECT CASH	
Registration Number:	3257618	AUTOBANK	
Registration Number:	3258451	MCGUNN	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	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		

CH \$240.00 1107005

Address Line 4: LOS ANGELES, CALIFORNIA 90067	
ATTORNEY DOCKET NUMBER:	51494.074
NAME OF SUBMITTER:	Kimberley A Lathrop
SIGNATURE:	/Kimberley A Lathrop/
DATE SIGNED:	03/31/2015
Total Attachments: 6 source=Trademark Security Agreement (FK Security)#page1.tif source=Trademark Security Agreement (FK Security)#page2.tif source=Trademark Security Agreement (FK Security)#page3.tif source=Trademark Security Agreement (FK Security)#page4.tif source=Trademark Security Agreement (FK Security)#page5.tif source=Trademark Security Agreement (FK Security)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2015 by **FIRE KING SECURITY PRODUCTS, 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 SECURITY PRODUCTS,
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: 
Name: Marilyn Adler
Title: Partner

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005489 FRAME: 0085

SCHEDULE 1

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

<u>Trademark</u>	<u>Owner of Record</u>	<u>Regist./Serial Number</u>	<u>Regist./Applicatio n Date</u>
Adesco	Fire King Security Products LLC	1107005	Nov. 28 1978 Assigned
Gary	Fire King Security Products LLC	1451767	Aug. 11 1987
Adesco (Stylized)	Fire King Security Products LLC	2331456	Mar. 21 2000 Assigned
Meilink Centennial	Fire King Security Products LLC	2398546	Oct. 24 2000 Assigned
Dauntless	Fire King Security Products LLC	2398552	Oct. 24 2000 Assigned
Auditlok	Fire King Security Products LLC	2679610	Jan. 28, 2003
Perfect Cash	Fire King Security Products LLC	3024488	Dec.6 2005
AutoBank	Fire King Security Products LLC	3257618	July 3 2007
McGunn	Fire King Security Products LLC	3258451	July 3 2007