

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM386646

<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>
FE Moran Security Solutions, LLC		04/25/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Western Bank		
<b>Street Address:</b>	10250 Constellation Blvd., Suite 1640		
<b>City:</b>	Century City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	state chartered bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3752115	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022986322		
<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>			
<b>Phone:</b>	2022986322		
<b>Email:</b>	asikich@dunnerlaw.com		
<b>Correspondent Name:</b>	Adam Sikich		
<b>Address Line 1:</b>	3243 P Street, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	WILL-002		
<b>NAME OF SUBMITTER:</b>	Adam W. Sikich		
<b>SIGNATURE:</b>	/Adam W. Sikich/		
<b>DATE SIGNED:</b>	06/03/2016		
<b>Total Attachments: 5</b>			
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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is dated as of April 25, 2016, by FE MORAN SECURITY SOLUTIONS, LLC, a Delaware limited liability company (“**Grantor**”), successor by conversion to FE Moran Security Solutions, Inc., a Delaware corporation, successor by merger to F.E. Moran, Inc., Alarm and Monitoring Services, an Illinois corporation (“**FE Moran**”), in favor of PACIFIC WESTERN BANK, a California state chartered bank (“**Lender**”).

WHEREAS, reference is made to that Loan Agreement, dated as of November 21, 2014, by and among FE Moran, Life Safety Design, Inc., an Illinois corporation, and Grosse Pointe Inc., a Michigan corporation, as Borrowers, and Lender, as amended by that certain Consent and First Amendment to Loan Agreement, dated as of December 2, 2015, by and among Borrowers and Lender (as the same may be further amended, restated, modified, or supplemented from time to time, the “**Loan Agreement**”), pursuant to which Lender has agreed to make certain loans and other financial accommodations to Borrowers;

WHEREAS, pursuant to the Loan Agreement, FE Moran executed and delivered to Lender that certain Trademark Security Agreement, dated as of November 21, 2014, by FE Moran in favor of Lender (the “**Original Trademark Security Agreement**”), recorded as file number 900343254 with the United States Patent and Trademark Office on November 4, 2015;

WHEREAS, subsequent to the execution and delivery of the Original Trademark Security Agreement, FE Moran filed a trademark assignment, recorded as file number 900346441 with the United States Patent and Trademark Office on December 7, 2015, pursuant to which FE Moran assigned its Trademark Collateral to Grantor; and

WHEREAS, Lender and Grantor wish to amend and restate the Original Trademark Security Agreement, among other things, to account for the assignment of Trademark Collateral to Grantor, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and the recitals set forth above are incorporated herein by reference.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor’s right, title, and interest in, to, and under the following (collectively, the “**Trademark Collateral**”): all of its trademark applications and trademarks, whether now owned or hereafter acquired, including without limitation those listed on Schedule I hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trademarks relate.

3. Loan Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Miscellaneous. The validity, interpretation and performance of this Trademark Security Agreement shall, pursuant to New York General Obligations Law Section 5-1401, be governed and construed in accordance with the laws of the State of New York without regard to such state's choice of law provisions that would result in the application of the laws of a different jurisdiction. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto 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. Any judicial proceeding arising out of or relating to this Trademark Security Agreement shall be handled in accordance with and pursuant to the provisions of Section 14.1 of the Loan Agreement, including venue and service of process. Any notice or request under this Trademark Security Agreement shall be given to any party to this Assignment at such party's address set forth in the Loan Agreement.

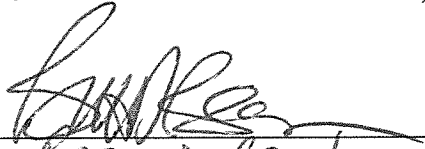
5. Amendment and Restatement. This Trademark Security Agreement amends and restates in its entirety the Original Trademark Security Agreement. All security interests and liens granted pursuant to the Original Trademark Security Agreement shall continue in full force and effect, subject to the terms hereof. The obligations of FE Moran under the Original Trademark Security Agreement shall continue under this Trademark Security Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Trademark Security Agreement. All references to the Original Trademark Security Agreement in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Trademark Security Agreement and the provisions hereof. It is understood and agreed that the Original Trademark Security Agreement is being amended and restated by entry into this Trademark Security Agreement on the date hereof.

[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT]**

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

**FE MORAN SECURITY SOLUTIONS, LLC**

By:   
Name: BRETT D BEAN  
Title: CEO

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT]

Accepted and acknowledged:

PACIFIC WESTERN BANK

By:   
Name: Joseph Thompson  
Title: Banking Officer

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

TYPE OF MARK/OWNER	REGISTRATION NUMBER	REGISTRATION DATE
Service Mark – FE MORAN SECURITY SOLUTIONS, LLC	3,752,115	February 23, 2010