

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3SI SECURITY SYSTEMS, INC.		06/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	488 Madison Ave., 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4809367	INNOVATION THAT PROTECTS	
Registration Number:	4813334	FINDIT	
Registration Number:	4476248	ESO	
Registration Number:	4512325	ELECTRONIC STAKEOUT	
Registration Number:	4306106	PHARMATRACKER	
Registration Number:	3130670	SCREAMERPAC	
Registration Number:	2895520	SCORPION	
Registration Number:	2747383	3SI SECURITY SYSTEMS	
Registration Number:	2814150	3SI SECURITY SYSTEMS	
Registration Number:	2769826	THINPAC	
Registration Number:	2769827	THINPAC	
Registration Number:	2453818	OCTOPUS	
Registration Number:	2707378	OCTOPUS	
Registration Number:	2480516	SCORPION	
Registration Number:	1800549	FLEXPAC	
Registration Number:	1266973	SECURITY PAC	
CORRESPONDENCE DATA			

CH \$415.00 4809367

TRADEMARK

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	385629-39
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NAME OF SUBMITTER:	Kristin Brozovic
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SIGNATURE:	/Kristin Brozovic/
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DATE SIGNED:	08/23/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2017, is made by 3SI SECURITY SYSTEMS, INC., a Delaware corporation (the “Grantor”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

3SI SECURITY SYSTEMS, INC., as Grantor

By: Todd R. Leggett
Name: Todd Leggett
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


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

3SI SECURITY SYSTEMS, INC., as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: 
Name: Robby Bourgeois
Title: Head of Finance and Operations

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Title	Application No.	Application Date	Registration No.	Registration Date
INNOVATION THAT PROTECTS	86158939	1/7/14	4809367	9/8/15
FINDIT	85951060	6/5/13	4813334	9/15/15
ESO	85898019	4/8/13	4476248	1/28/14
ELECTRONIC STAKEOUT	85869338	3/7/13	4512325	4/8/14
PHARMATRACKER	85435769	9/29/11	4306106	3/19/13
SCREAMERPAC	78392967	3/30/04	3130670	8/15/06
SCORPION	78263228	6/17/03	2895520	10/19/04
3SI SECURITY SYSTEMS	78168901	9/27/02	2747383	8/5/03
3SI SECURITY SYSTEMS	78136878	6/19/02	2814150	2/10/04
THINPAC	76294694	8/6/01	2769826	9/30/03
THINPAC	76294816	8/6/01	2769827	9/30/03
OCTOPUS	75671827	3/31/99	2453818	5/22/01
OCTOPUS	75671828	3/31/99	2707378	4/15/03
SCORPION	75671829	3/31/99	2480516	8/21/01
FLEXPAC	74347403	1/11/93	1800549	10/26/93
SECURITY PAC	73400187	10/18/82	1266973	2/14/84