

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRATED FIRE PROTECTION, LLC		12/01/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC		
Street Address:	300 South Wacker Drive, Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3451881	INTEGRATED FIRE PROTECTION	
Registration Number:	3451521	THE LIFE SAFETY PROFESSIONALS	
Registration Number:	3282036		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	212-326-3939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	KRISTA N. MANCINI		
Address Line 1:	250 Vesey Street		
Address Line 2:	JONES DAY		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	576818-620021-Mancini, K		
NAME OF SUBMITTER:	KRISTA N. MANCINI		
SIGNATURE:	/KRISTA N. MANCINI/		
DATE SIGNED:	12/04/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of December 1, 2017 by INTEGRATED FIRE PROTECTION, LLC, a Georgia limited liability company (the "Grantor") in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (the "Administrative Agent") for the certain banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (defined below).

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of February 17, 2017, as amended by that certain First Amendment to Credit Agreement (the "First Amendment") dated as of the date hereof, by and among Fire & Life Safety America, Inc., as the Borrower, the Administrative Agent and the Lenders (as the same may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, in connection with the First Amendment, the Grantor joined that certain Guarantee and Collateral Agreement dated as of February 17, 2017 (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent a continuing security interest in, among other Collateral, certain Trademarks of the Grantor and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

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

Section 1 Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2 Grant of Security Interest. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any "intent to use" trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, however, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" trademark applications shall

be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

Section 3 Termination. Upon the termination of the Security Agreement or the termination or release of the Administrative Agent's security interest in any of the Trademark Collateral, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the pledge, assignment and grant of a security interest in all affected Trademark Collateral made pursuant to this Agreement.

Section 4 Cumulative Remedies. All of the rights and remedies of the Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

Section 5 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Administrative Agent and its successors and assigns.

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

Section 7 Counterparts. This 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. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

AGREED AND ACCEPTED:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Administrative Agent

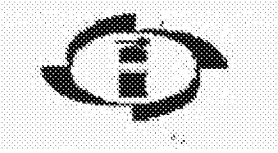
By: 

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Integrated Fire Protection Incorporated	INTEGRATED FIRE PROTECTION	Renewed	3451881	06/24/2008
U.S.	Integrated Fire Protection Incorporated	THE LIFE SAFETY PROFESSIONALS	Renewed	3451521	06/17/2008
U.S.	Integrated Fire Protection Incorporated	(Fire Extinguisher Design) 	Renewed	3282036	08/21/2007
U.S.	Integrated Fire Protection	INTEGRATED FIRE PROTECTION and Design	Renewed	GA 21053	12/29/2003