

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Potter Electric Signal Company, LLC		12/19/2017	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4673081	INTELLIPURGE	
Registration Number:	4093846	FIRESPY	
Registration Number:	3134990	AMSECO	
Registration Number:	2768735	POTTER	
Registration Number:	2783667	THE SYMBOL OF PROTECTION	
Registration Number:	2288992	SELECT-A-HORN/STROBE	
Registration Number:	2292661	SELECT-A-STROBE	
Registration Number:	2267101	POWERTONE	
Registration Number:	0732680	P	
Serial Number:	87282061	INTELLIVIEW	
Serial Number:	87282063	INTELLIGEN	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$290.00 4673081

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	387132-424
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	12/19/2017
Total Attachments: 5 source=Trademark Security Agreement (1L)#page1.tif source=Trademark Security Agreement (1L)#page2.tif source=Trademark Security Agreement (1L)#page3.tif source=Trademark Security Agreement (1L)#page4.tif source=Trademark Security Agreement (1L)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and or supplemented from time to time, this “Trademark Security Agreement”) dated as of December 19, 2017, is made by Potter Electric Signal Company, LLC (“Grantor”) in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 19, 2017 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “Credit Agreement”), by and among Potter Holdco, Inc., a Delaware corporation (“Holdings” and, at all times prior to the Closing Date Assignment and Assumption, the “Initial Borrower”) and, immediately following the consummation of the Closing Date Acquisition and the Closing Date Assignment and Assumption, Grantor, Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to a Guaranty and Security Agreement of even date herewith in favor of Agent (the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

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

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

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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the “Trademark Collateral”):

a. all of its Trademarks providing for the grant by or to such 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.

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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 subject to a security interest hereunder.

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.

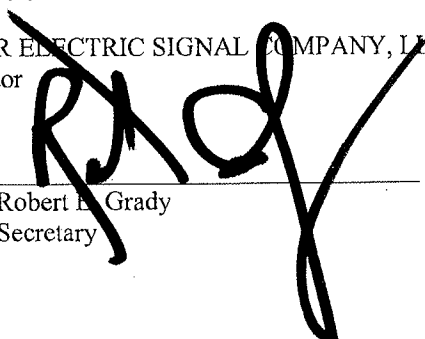
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

POTTER ELECTRIC SIGNAL COMPANY, LLC,
as Grantor

By: 
Name: Robert L. Grady
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006234 FRAME: 0039

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,

as Agent

Beth L Troyer

By: _____

Name: Beth Troyer

Title: Duly Authorized Signatory

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006234 FRAME: 0040

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. Registered Trademarks

Mark	Registration No.	Registration Date	Owner
INTELLIPURGE	4673081	1/13/15	Potter Electric Signal Company, LLC
FIRESPY	4093846	1/31/12	Potter Electric Signal Company, LLC
AMSECO	3134990	8/29/06	Potter Electric Signal Company, LLC
POTTER	2768735	9/30/03	Potter Electric Signal Company, LLC
THE SYMBOL OF PROTECTION	2783667	11/18/03	Potter Electric Signal Company, LLC
SELECT-A-HORN/STROBE	2288992	10/26/99	Potter Electric Signal Company, LLC
SELECT-A-STORE	2292661	11/16/99	Potter Electric Signal Company, LLC
POWERSTONE	2267101	8/3/99	Potter Electric Signal Company, LLC
P	0732680	6/12/62	Potter Electric Signal Company, LLC

2. Trademark Applications

Mark	Application No.	Application Date	Owner
INTELLIVIEW	87282061	12/27/16	Potter Electric Signal Company, LLC
INTELLIGEN	87282063	12/27/16	Potter Electric Signal Company, LLC