

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wayne Alarm Systems, Inc.		12/29/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Eastern Bank		
Street Address:	265 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5035573	WARNING! WAYNE ALARM (781) 595-0000	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0097220-000001		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	01/02/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") dated December 29, 2017, is among **WAYNE ALARM SYSTEMS, INC.**, a Massachusetts corporation (the "*Borrower*"), the other Credit Parties from time to time become parties hereto (each a "*Debtor*" and collectively, the "*Debtors*"); and **EASTERN BANK**, a Massachusetts state chartered bank (the "*Lender*").

WHEREAS, (i) pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Borrower, the Credit Parties from time to time party thereto and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), the Lender has agreed to make certain loans to Borrower named therein and (ii) pursuant to that certain Security Agreement, dated as of the date hereof, by and among the Debtors and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), each Debtor has granted a security interest to Lender in, among other things, all right, title and interest of such Debtor in, to and under all of such Debtor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, each Debtor is the owner of the entire right, title and interest in, to and under such Debtor's respective Intellectual Property listed on Schedule I hereto; and

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement, each Debtor hereby agrees with Lender as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement and in the Credit Agreement, as the case may be.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean, with respect to any Debtor, all of such Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Debtor of any right to use any Copyright.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" shall mean, with respect to any Debtor, all: (i) Trademarks and Trademark Licenses and all common-law rights in and to all of the foregoing; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all customer lists and customer information; (v) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; and (vi) all other intellectual property throughout the world in and to all the foregoing.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

"Patents" shall mean, with respect to any Debtor, all of such Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Debtor of any right to manufacture, use or sell any invention covered by a Patent.

"Security Agreement" shall have the meaning assigned to such term in the recitals of this Agreement.

"Trademarks" shall mean, with respect to any Debtor, all of such Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of such Debtor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided, that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii)

the entire goodwill of the such Debtor's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Debtor of any right to use any Trademark.

(c) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Obligations, each Debtor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Credit Agreement or the Security Agreement, does hereby grant) to Lender a lien and security interest in such Debtor's entire right, title and interest in its respective Intellectual Property (except to the extent any License prohibits such grant or requires the consent of any third party) and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Debtor, and including, without limitation, each Debtor's right, title and interest in and to each Intellectual Property and proprietary right identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Debtor's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. Protection of Intellectual Property by Debtors. Each Debtor shall, at its sole cost, expense and risk, to the extent such Debtor deems it commercially reasonable in its good faith business judgment, in connection with the operation of its business, undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other commercially reasonable steps to maintain each registration of the Intellectual Property.

(b) Take all actions commercially reasonable to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired.

(c) Take all actions commercially reasonable to pursue the prompt, diligent processing of each application for registration, which is the subject of the security interest created herein, and not abandon or delay any such efforts.

(d) Take any and all action that such Debtor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Representations and Warranties. Each Debtor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by each Debtor as of the date hereof.

(b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which any Debtor is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto is valid and enforceable, and to each Debtor's knowledge: (i) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person and (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by any Debtor of any of the Intellectual Property owned by any Debtor or the validity or effectiveness of any of the Intellectual Property owned by any Debtor, nor does any Debtor know of any valid basis for any such claim.

(d) Except as could not be reasonably expected to result in a Material Adverse Effect, each Debtor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Debtor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, other than any Intellectual Property listed on Schedule I that is purported to be owned by each Debtor, Permitted Liens and Liens in favor of Lender.

(e) To the knowledge of each Debtor, no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or any Debtor's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to result in a Material Adverse Effect with respect to the business or the property of any Debtor.

(f) Each Debtor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Each Debtor shall give Lender written notice (with reasonable detail, and including an update of Schedule I) on a quarterly basis in the event any of the following occur:

(i) Any Debtor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Any Debtor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Any Debtor's entering into any new material Licenses (excluding "off-the-shelf" software or similar immaterial licenses).

(iv) Each Debtor shall give Lender written notice (with reasonable detail) following the occurrence of such Debtor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding such Debtor's ownership of, or the validity of, any material Intellectual Property or such Debtor's right to register the same or to own and maintain the same.

(h) If any Debtor amends its name, such Debtor shall provide copies of such amendment documentation to Lender and shall re-register such Debtor's Intellectual Property with the appropriate governmental authority and shall execute and deliver such agreements or documentation as Lender shall request to maintain a perfected first priority security interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

5. No Violation of Credit Agreement. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Credit Agreement and the other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in the Credit Agreement and the other Loan Documents.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(g) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of Lender, each Debtor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Lender may request to evidence Lender's security interest in any Intellectual Property and the goodwill of such Debtor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and each Debtor hereby constitutes Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Debtors' Rights To Enforce Intellectual Property. Prior to Lender's giving of notice to any Debtor following the occurrence and during the continuance of an Event of Default, each Debtor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property owned by it, including the right to seek injunctions and/or money damages, in an effort by such Debtor to protect the Intellectual Property against encroachment by third parties, provided, however:

(a) Any money damages awarded or received by any Debtor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Following the occurrence and during the continuance of any Event of Default, Lender, by notice to any Debtor, may terminate or limit each Debtor's rights under this Section 7.

8. Lender's Actions To Protect Intellectual Property. Upon the occurrence and continuance of any Event of Default, Lender, acting in its own name or in that of any Debtor, may (but shall not be required to) act in any Debtor's place and stead and/or in Lender's own right with respect to the rights and obligations of such Debtor under Section 3, Section 6 and Section 7 hereof.

9. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, Lender may exercise all rights and remedies as provided for in the Credit Agreement, the other Loan Documents or applicable law.

10. Lender as Attorney In Fact.

(a) Each Debtor hereby irrevocably constitutes and designates Lender as and for such Debtor attorney-in-fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of such Debtor.

(ii) To exercise any of the rights and powers referenced herein.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Lender.

(c) Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8 or Section 10, but if Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Debtor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been negligent or in actual bad faith.

11. Lender's Rights. Upon an Event of Default and during the continuance thereof, any use by Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of Lender's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with each Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. No Limitation; Credit Agreement. This Agreement has been executed and delivered by each Debtor for the purpose of recording the security interest granted to Lender

with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender, under the Security Agreement and the other Loan Documents. The Credit Agreement (and all rights and remedies of each Debtor and Lender) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Credit Agreement or the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Credit Agreement or the Security Agreement with respect to all other Collateral.

13. Termination; Release of Trademark Collateral. This Agreement and all obligations of each Debtor and Lender hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full in cash, all issued and outstanding Letters of Credit have expired or been terminated and the Credit Agreement and other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, Lender shall, at the expense of the Debtors, take such actions required by the Credit Agreement or the Security Agreement to release its security interest in the IP Collateral.

14. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and their respective successors and assigns, and shall inure to the benefit of Lender and its respective successors and assigns.

15. GOVERNING LAW; TRIAL BY JURY. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, ANY IP COLLATERAL AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

WAYNE ALARM SYSTEMS, INC.

By: _____

Name: Ralph W. Sevinor

Title: President

TRADEMARK

REEL: 006239 FRAME: 0835

SCHEDULE I
Intellectual Property

Trademarks:



Mark: WARNING! WAYNE ALARM (781) 595-0000
Registration Date: September 6, 2016
Registration Number: 5035573