

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477303

<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>
AMERICAN MESSAGING SERVICES, LLC		05/29/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A.		
<b>Street Address:</b>	115 S. LASALLE ST.		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87901038	COMPASS ALERT	
<b>Registration Number:</b>	4576610	CUE	
<b>Serial Number:</b>	86163959	CUECONNECT	
<b>Registration Number:</b>	4186470	INTELLIALERT	
<b>Registration Number:</b>	4174784	INTELLIGUARD	
<b>Registration Number:</b>	4174785	INTELLIGUARD SYSTEMS	
<b>Registration Number:</b>	4314395	INTELLIMESSAGE	
<b>Registration Number:</b>	4243477	KLAXON	
<b>Registration Number:</b>	4247336	KLAXON	
<b>Registration Number:</b>	4347536	KLAXON	
<b>Registration Number:</b>	4174782	RAVEN ALERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158511420		
<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>	215-851-8127		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	JONATHAN F. KORMAN		
<b>Address Line 1:</b>	1717 ARCH STREET, SUITE 3100		

OP \$290.00 87901038

**Address Line 2:** REED SMITH, LLP  
**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

**NAME OF SUBMITTER:** Jonathan F. Korman

**SIGNATURE:** /Jonathan F. Korman/

**DATE SIGNED:** 06/08/2018

**Total Attachments: 5**

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GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, AMERICAN MESSAGING SERVICES, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to that certain Credit Agreement dated as of May 29, 2018 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and between BMO HARRIS BANK N.A., a national banking association, with a place of business located at 115 S LaSalle St. Chicago, IL 60603, individually as lender (in such capacity, “**Lender**”) and Grantor, Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to Grantor. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

**WHEREAS**, pursuant to the terms of a General Security Agreement dated as of May 29, 2018 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Lender and the other grantors named therein, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received


when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[The remainder of this page is intentionally left blank.]**

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

AMERICAN MESSAGING SERVICES, LLC

By:  \_\_\_\_\_

Name: Jeff Chalmers

Title: Senior Vice President and Chief Financial Officer

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

<b>Trademark</b>	<b>App. No./Reg. No.</b>	<b>Status</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Owner Information</b>	<b>Jurisdiction</b>
COMPASS ALERT	SN: 87901038	Pending -	April 30, 2018		American Messaging Services, LLC	United States (Federal)
CUE	RN: 4576610 SN: 85773214	Registered	November 6, 2012	July 29, 2014	American Messaging Services, LLC	United States (Federal)
CUECONNECT	SN: 86163959	Allowed -	January 13, 2014		American Messaging Services, LLC	United States (Federal)
INTELLIALERT	RN: 4186470 SN: 85499696	Registered	December 20, 2011	August 7, 2012	American Messaging Services, LLC	United States (Federal)
INTELLIGUARD	RN: 4174784 SN: 85469666	Registered	November 10, 2011	July 17, 2012	American Messaging Services, LLC	United States (Federal)
INTELLIGUARD SYSTEMS	RN: 4174785 SN: 85469671	Registered	November 10, 2011	July 17, 2012	American Messaging Services, LLC	United States (Federal)
INTELLIMESSAG E	RN: 4314395 SN: 85534394	Registered	February 6, 2012	April 2, 2013	American Messaging Services, LLC	United States (Federal)
KLAXON	RN: 4243477 SN: 85499883	Registered	December 20, 2011	November 13, 2012	American Messaging Services, LLC	United States (Federal)
KLAXON	RN: 4247336	Registered	December 20, 2011	November 20, 2012	American Messaging	United States (Federal)

<b>Trademark</b>	<b>App. No./Reg. No.</b>	<b>Status</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Owner Information</b>	<b>Jurisdiction</b>
	SN: 85499879				Services, LLC	
KLAXON	RN: 4347536 SN: 85499799	Registered	December 20, 2011	June 4, 2013	American Messaging Services, LLC	United States (Federal)
RAVEN ALERT	RN: 4174782 SN: 85469656	Registered	November 10, 2011	July 17, 2012	American Messaging Services, LLC	United States (Federal)