

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro Technology Services, Inc.		05/11/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent under the Second Lien Collateral Agreement		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2083234	ALERT	
Registration Number:	4625542	METROALERT	
Registration Number:	4888680	METROALERT	
Registration Number:	4574382	METRO TECHNOLOGY SERVICES, INC.	
Registration Number:	4428899	A	
Registration Number:	4497133	VISUALALERT	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		

OP \$165.00 2083234

DATE SIGNED:	05/11/2018
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2018 (this "Agreement"), among Metro Technology Services, Inc. (the "Grantor") and ARES CAPITAL CORPORATION, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of April 17, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PALERMO TT HOLDINGS, INC., a Delaware corporation ("Holdings"), PALERMO FINANCE CORPORATION, a Delaware corporation (the "Borrower"), the other GRANTORS from time to time party thereto and ARES CAPITAL CORPORATION, as the administrative agent, and (b) the Second Lien Collateral Agreement dated as of April 17, 2017 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Second Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically

terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

METRO TECHNOLOGY SERVICES, INC.,
as Grantor

By 
Name: Blake Clark
Title: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to Supplement to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006379 FRAME: 0473

ARES CAPITAL CORPORATION, as
Collateral Agent

By

Name:

Title:

Mitchell Goldstein
Authorized Signatory

[Signature Page to Supplement to Trademark Security Agreement]

TRADEMARK
REEL: 006379 FRAME: 0474

Schedule I

Jurisdiction	Mark	Registration Number	Mark Drawing Code	Registration Date	Owner
United States	ALERT	2,083,234	(1) TYPED DRAWING	July 29, 1997	Metro Technology Services, Inc.
United States	METROALERT	4,625,542	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM	October 21, 2014	Metro Technology Services, Inc.
United States	METROALERT	4,888,680	(4) STANDARD CHARACTER MARK	January 19, 2016	Metro Technology Services, Inc.
United States	METRO TECHNOLOGY SERVICES, INC.	4,574,382	(4) STANDARD CHARACTER MARK	July 29, 2014	Metro Technology Services, Inc.
United States	A (drawing)	4,428,899	(3) DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS	November 5, 2013	Metro Technology Services, Inc.
United States	VISUALALERT	4,497,133	(4) STANDARD CHARACTER MARK	March 18, 2014	Metro Technology Services, Inc.