

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metro Tel Company of Minnesota, LLC		07/31/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Medley Capital LLC, as Administrative Agent		
Street Address:	280 Park Avenue, 6th Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	847353	CABLE HOUND	
Registration Number:	880368	METRO TEL CORP	
Registration Number:	872978	METRO TEL CORP	
Registration Number:	1177903	CABLE HOUND	
Registration Number:	1616475	METRO TEL CORP	
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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	07/31/2018		
Total Attachments: 4			
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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of July 31, 2018 by and among METRO TEL COMPANY OF MINNESOTA, LLC (the “*Grantor*”) and MEDLEY CAPITAL LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 31, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on *Schedule A* hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Notice of Grant of a Security Interest shall be governed by and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

METRO TEL COMPANY OF MINNESOTA,
LLC

By: 
Name: Geoff Evans
Title: Secretary

[Signature Page to Notice of Grant of a Security Interest -- Trademarks]

TRADEMARK
REEL: 006398 FRAME: 0109

ADMINISTRATIVE AGENT:

MEDLEY CAPITAL LLC, as Administrative Agent

By: 

Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CABLE HOUND (Stylized)	72/263,630	1/30/1967	847,353	4/9/1968	Metro Tel Corp. of Minnesota, Inc.
METRO TEL CORP (Stylized)	72/304,945	8/12/1968	880,368	11/11/1969	Metro Tel Corp. of Minnesota, Inc.
METRO TEL CORP (Stylized)	72/304,946	8/12/1968	872,978	7/15/1969	Metro Tel Corp. of Minnesota, Inc.
CABLE HOUND	73/251,816	2/28/1980	1,177,903	11/17/1981	Metro Tel Corp. of Minnesota, Inc.
METRO TEL CORP (Stylized)	73/798,187	5/8/1989	1,616,475	10/9/1990	Metro Tel Corp. of Minnesota, Inc.