

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESO Solutions, Inc.		04/18/2018	Corporation: TEXAS
Emergency Technologies, Inc.		04/18/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3393809	ESO SOLUTIONS	
Registration Number:	2904634	FIREHOUSE SOFTWARE	
Registration Number:	3938044	FH	
Registration Number:	4572359	SAFETYPAD	
Serial Number:	87825250	ESO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-18024		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$140.00 3393809

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/13/2018
Total Attachments: 6 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif source=Trademark Security Agreement (Executed)#page5.tif source=Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of this 18th day of April, 2018, by the ESO SOLUTIONS, INC., a corporation formed under the laws of the State of Texas (“ESO”), EMERGENCY TECHNOLOGIES, INC., a corporation formed under the laws of the State of North Carolina (“Emergency” and, together with ESO, collectively the “Grantors” and each individually a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, as Lender (together with its successors and assigns in such capacity, “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty, dated as of April 18, 2018 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors, ESO JefBar, LLC, a limited liability company formed under the laws of the State of Texas, and Lender. Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of Grantors’ United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) (collectively, “Trademarks”), including those referred to on Schedule I hereto;

(b) all extensions or renewals of any of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark; and

(d) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.

Notwithstanding anything in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by such Grantor, to Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademark registrations (to the extent provided in the Credit Agreement) and U.S. trademark registration applications of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be.

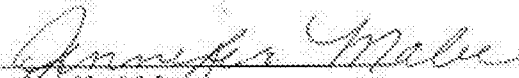
Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, each 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.

GRANTORS:

ESO SOLUTIONS, INC.,
a Texas corporation

By: 
Name: Jennifer Mabe
Title: Chief Financial Officer and Treasurer

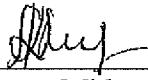
EMERGENCY TECHNOLOGIES, INC.,
a North Carolina corporation

By: 
Name: Jennifer Mabe
Title: Chief Financial Officer and Treasurer

Signature Page to Trademark Security Agreement

**ACCEPTED AND
ACKNOWLEDGED BY:**

PNC BANK, NATIONAL ASSOCIATION,
as Lender

By: 

Name: Aznaur Midov

Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>App S.N./ Registration No</u>	<u>Mark</u>
ESO Solutions, Inc.	3393809	ESO Solutions
ESO Solutions, Inc.	Pending	ESO
ESO Solutions, Inc.	2904634	FIREHOUSE Software
ESO Solutions, Inc.	3938044	FH
ESO Solutions, Inc.	4572359	SafetyPad