

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doyle Security Systems, Inc.		02/22/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	3 City Center, 180 S. Clinton Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2293973	DOYLE	
Registration Number:	2293974	DOYLE	
Registration Number:	2268407	DOYLE	
Registration Number:	3736624	DOYLE	
Registration Number:	2252949	DOYLE SECURITY	
Registration Number:	2268406	DOYLE SECURITY	
Registration Number:	3421122	SECURITY FOR YOUR LIFE	
CORRESPONDENCE DATA			
Fax Number:	5854198801		
<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:	55854198736		
Email:	trademarks@harrisbeach.com		
Correspondent Name:	Laura W. Smalley Esq.		
Address Line 1:	Harris Beach PLLC, 99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	299986		
NAME OF SUBMITTER:	Laura W. Smalley		
SIGNATURE:	/Laura W. Smalley/		

CH \$190.00 2293973

DATE SIGNED:	02/26/2019
---------------------	------------

Total Attachments: 8

- source=Doyle - Trademark Security Agreement - EXECUTED#page1.tif
- source=Doyle - Trademark Security Agreement - EXECUTED#page2.tif
- source=Doyle - Trademark Security Agreement - EXECUTED#page3.tif
- source=Doyle - Trademark Security Agreement - EXECUTED#page4.tif
- source=Doyle - Trademark Security Agreement - EXECUTED#page5.tif
- source=Doyle - Trademark Security Agreement - EXECUTED#page6.tif
- source=Doyle - Trademark Security Agreement - EXECUTED#page7.tif
- source=Doyle - Trademark Security Agreement - EXECUTED#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of February 22, 2019 in favor of MANUFACTURERS AND TRADERS TRUST COMPANY (“Lender”), a New York banking corporation with offices at 3 City Center, 180 S. Clinton Avenue, Rochester, New York 14604, by DOYLE SECURITY SYSTEMS, INC. (“Grantor”), a business corporation formed under the laws of the State of New York with offices at 792 Calkins Road, Rochester, New York 14623.

Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Credit Agreement and, to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code as in effect in the State of New York from time to time (the “UCC”). The following terms shall have the following meanings when used in this Agreement:

“Credit Agreement” means the Credit Facility Agreement, dated as of even date herewith, by and among The Doyle Group, Inc., a business corporation formed under the laws of the State of New York, Grantor and Lender, as the same may be modified, extended, supplemented or replaced from time to time.

“Payment in Full” means the payment in full in cash of the Loans and other Obligations under the Credit Agreement (other than unasserted, contingent indemnification obligations) and the termination of the Revolving Credit Commitment.

“PTO” means the United States Patent and Trademark Office.

“Trademark Collateral” has the meaning set forth in Section 2 hereof.

2. Security Interest. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, the Trademark Collateral shall not include any general intangibles or rights under trademark licenses in which Grantor has an interest to the limited extent that any terms of such general intangible, license or law, statute or regulation pertaining to such general intangible or license restricts, prohibits or requires a consent (that has not been obtained) of a Person (other than Grantor) to the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law; provided, however, that Trademark Collateral shall include (i) proceeds of any item of general intangibles and (ii) any general intangible or license that at any time ceases to satisfy the criteria set forth above to be excluded from Trademark Collateral (whether as a result of the Grantor obtaining any necessary consent, any change in law, statute or regulation or otherwise), and provided further that Grantor shall take all commercially reasonable action to obtain consents or otherwise make such general intangibles and licenses eligible as part of the Trademark Collateral.

3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in writing by Lender. Lender agrees to provide such agreement to Grantor upon Payment in Full of all Obligations. This Agreement has been entered into in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference, and the other Loan Documents.

4. Representations and Warranties. Grantor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of trademarks and trademark applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract hereof, or any other document describing Lender's interest in the Trademark Collateral with the PTO, at the expense of Grantor.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Lender with respect to any such new trademark rights promptly, and at any time upon Lender's reasonable request therefor. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Lender unilaterally to modify this Agreement by amending Schedule A to include any new trademark rights acquired by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement, the Credit Agreement and the Security Agreement referred to in the Credit Agreement, together with the schedules attached hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Credit Agreement or the Security Agreement, the terms most favorable to Lender shall be controlling.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Credit Agreement, and addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party.

11. No Waiver. Grantor agrees that no representation, promise, or agreement made by Lender or by any officer or employee of Lender, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of Lender hereunder unless agreed by Lender in writing. None of the rights and remedies of

Lender hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by Lender. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by Lender in writing.

12. Successors and Assigns. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

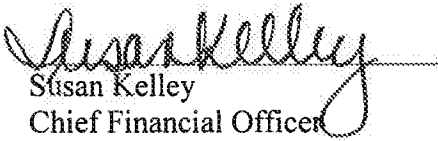
13. Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, each of which shall be enforced to the greatest legal extent originally intended.

14. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Obligations and with respect to the Trademark Collateral.

[Signature pages follow]

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

DOYLE SECURITY SYSTEMS, INC.

By: 
Sisan Kelley
Chief Financial Officer

Accepted:

MANUFACTURERS AND TRADERS
TRUST COMPANY

By: _____
Dan Kennell
Vice President

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

DOYLE SECURITY SYSTEMS, INC.

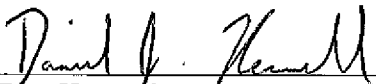
By:

Susan Kelley
Chief Financial Officer

Accepted:

MANUFACTURERS AND TRADERS
TRUST COMPANY

By:







Dan Kennel
Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006574 FRAME: 0836

SCHEDULE A

Mark	App. No. / Filing Date	Reg. No. / Reg. Date	Class and Goods / Services	Owner of Record	Next Deadline
DOYLE	75401869 12/08/1997	2293973 11/23/1999	Class 42: Monitoring security services, namely, undercover surveillance, and security consultation; monitoring security alarm systems, access control systems, closed-circuit tv, and home management automation systems; design of integrated security systems for others; and engineering of integrated security systems	Doyle Security Systems, Inc.	Renewal due 11/23/2019
DOYLE	75401871 12/08/1997	2293974 11/23/1999	Class 37: Security services, namely, installation and maintenance of burglar alarm systems; installation and maintenance of fire alarm systems	Doyle Security Systems, Inc.	Renewal due 11/23/2019
DOYLE (and Design): 	75401874 12/08/1997	2268407 08/10/1999	Class 42: Security consultation	Doyle Security Systems, Inc.	Renewal due 08/10/2019
DOYLE (and Design): 	77755397 06/09/2009	3736624 01/12/2010	Class 37: Installation and maintenance of security systems, namely, burglar alarm systems, fire alarm systems, closed-circuit television systems, access control systems, life safety systems, namely, systems for monitoring carbon dioxide levels, temperature sensors, water sensors, or flood sensors, and medical alarm systems Class 45: Consultation services in the field of security systems; monitoring security systems, namely, monitoring burglar alarm systems, fire alarm systems, closed-circuit television systems, access control systems, life safety systems, namely, systems for monitoring carbon dioxide levels, temperature sensors, water sensors, or flood sensors, and medical alarm systems	Doyle Security Systems, Inc.	Renewal due 01/12/2020
DOYLE SECURITY (and Design):	75401878 12/08/1997	2252949 6/15/1999	Class 37: Security services, namely, installation and maintenance of burglar and fire alarm systems	Doyle Security Systems, Inc.	Renewal due 06/15/2019

Mark	App. No. / Filing Date	Reg. No. / Reg. Date	Class and Goods / Services	Owner of Record	Next Deadline
					
DOYLE SECURITY (and Design): 	75401816 12/08/1997	2268406 08/10/1999	Class 42: Monitoring security services, namely, on monitoring of burglar and fire alarm systems, home management alarm automation systems, access control system, and closed-circuit television; and engineering of integrated security systems	Doyle Security Systems, Inc.	Renewal due 08/10/2019
SECURITY FOR YOUR LIFE	76672500 02/09/2007	3421122 05/06/2008	Class 37: Installation of security alarm systems and access control units therefor Class 45: Monitoring telephone calls from subscribers of applicants security alarm systems regarding security alerts, and notifying emergency facilities	Doyle Security Systems, Inc.	Renewal due 05/06/2028