

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slomin's, Inc.		10/04/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 North Tryon Street		
Internal Address:	5th Floor, MAC Legal Dept., NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2508077	YOU CAN'T PUT A PRICE ON PEACE OF MIND.S	
Registration Number:	2155640	THE SLOMIN'S SHIELD	
Registration Number:	2154274	THE SLOMIN'S SHIELD	
Registration Number:	2164596	THE SLOMIN'S SHIELD HOME SECURITY SYSTEM	
Registration Number:	2162720	THE SLOMIN'S SHIELD HOME SECURITY SYSTEM	
Registration Number:	2087696	1-800-ALARM ME	
Registration Number:	2087695	1-800-ALARM ME	
Registration Number:	2588675	ALARMO THE SLOMIN'S SHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	585101.00543		

OP \$215.00 2508077

NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	03/07/2019
Total Attachments: 5 source=10.04.18 Slomins TM Grant of SI#page1.tif source=10.04.18 Slomins TM Grant of SI#page2.tif source=10.04.18 Slomins TM Grant of SI#page3.tif source=10.04.18 Slomins TM Grant of SI#page4.tif source=10.04.18 Slomins TM Grant of SI#page5.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant"), is entered into as of October 4, 2018, by and between Slomin's, Inc., a New York corporation (the "Grantor"), and Bank of America, N.A. (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement, dated as of October 4, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Guarantors from time to time party thereto, the Lenders and the Administrative Agent.

RECITALS:

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Security and Pledge Agreement, dated as of October 4, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Confirmatory Grant is granted in conjunction with the security interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

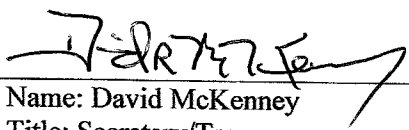
The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Confirmatory Grant and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.

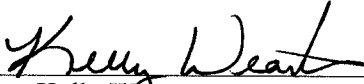
GRANTOR:

SLOMIN'S, INC.,
a New York corporation

By: 
Name: David McKenney
Title: Secretary/Treasurer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kelly Weaver
Title: Vice President

Schedule 1

to

Confirmatory Grant of Security Interest in Trademarks

U.S. TRADEMARKS

Owner of Record	Trademark	Registration Number	Registration Date
Slomin's, Inc.	You Can't Put a Price on Peace of Mind. So We Didn't	2508077	November 13, 2001
Slomin's, Inc.	The Slomin's Shield	2155640	May 5, 1988
Slomin's, Inc.	The Slomin's Shield	2154274	April 28, 1998
Slomin's, Inc.	The Slomin's Shield Home Security System 1 800 Alarm Me	2164596	June 9, 1998
Slomin's, Inc.	The Slomin's Shield Home Security System 1 800 Alarm Me	2162720	June 2, 1998
Slomin's, Inc.	1-800-Alarm Me	2087696	August 12, 1997
Slomin's, Inc.	1-800-Alarm Me	2087695	August 12, 1997
Slomin's, Inc.	Alarmo The Slomin's Shield	2588675	July 2, 2002