

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOS Security LLC		04/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3122806	SOS	
Registration Number:	3219397	SOS SECURITY	
Registration Number:	3210169	SOS S OUR CONCERN IS YOUR SECURITY	
Registration Number:	4996985	OFFICERTRAX	
Registration Number:	4178995	NHSS	
Registration Number:	5064093	KEEPING OUR CLIENTS SAFE, HAPPY AND PROD	
Serial Number:	88036518	OUR CONCERN IS YOUR SECURITY	
Serial Number:	88036505	SOS S ESTABLISHED 1969	
Serial Number:	88197658	MICRO-INTELLIGENCE	
Serial Number:	78858472	AS SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Daniel C. Pollick		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		

CH \$265.00 3122806

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 70578-035

NAME OF SUBMITTER: Daniel C. Pollick

SIGNATURE: /Daniel C. Pollick/

DATE SIGNED: 04/30/2019

Total Attachments: 7

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2019 (this “Security Interest”), is made by SOS Security LLC, a Delaware limited liability company and AS Solution North America, Inc., a Georgia corporation (the “Grantor”), in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 245 Park Avenue, 44th Floor, New York, New York 10167 (the “Grantee”).

WHEREAS, the Grantor and Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, dated as of April 30, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Documents, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

- (i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, “Trademarks” shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor,

including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act 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, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

SECTION 7. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

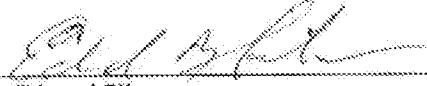
SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance

with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

SOS SECURITY LLC, as Grantor

By: 
Name: Edward Silverman
Title: Chief Executive Officer

AS SOLUTION NORTH AMERICA, INC.,
as Grantor

By: 
Name: Edward Silverman
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,
as Collateral Agent and Grantee

By: _____
Name: _____
Title: _____

[Signature Page to Grant of Security Interest in Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

SOS SECURITY, LLC, as Grantor

By: _____

Name: _____

Title: _____

AS SOLUTION NORTH AMERICA, INC., as Grantor

By: _____

Name: _____

Title: _____

ARES CAPITAL CORPORATION,
as Collateral Agent and Grantee

By: Michael L. Smith

Name: MICHAEL L. SMITH

Title: AUTHORIZED SIGNATORY

SCHEDULE A

Owner	Trademark Title	Jurisdiction	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
SOS Security LLC	SOS	U.S.	3122806	1 August 2006	78/539265	28 December 2004
SOS Security LLC	SOS SECURITY	U.S.	3219397	20 March 2007	78/539268	28 December 2004
SOS Security LLC	SOS OUR CONCERN IS YOUR SECURITY (and Design)	U.S.	3210169	20 February 2007	78/539287	28 December 2004
SOS Security LLC	Officer Trax	U.S.	4996985	12 July 2016	86813898	9 November 2015
SOS Security LLC	NHSS	U.S.	4178995	24 July 2012	85482548	29 November 2011
AS Solution North America, Inc.	Keeping our clients safe, happy and productive	U.S.	5064093	18 October 2016	86940525	15 March 2016
SOS Security LLC	OUR CONCERN IS YOUR SECURITY	U.S.	Pending	Pending	88036518	13 July 2018
SOS Security LLC	SOS S Established 1969	U.S.	Pending	Pending	88036505	13 July 2018
AS Solution North America, Inc.	MICRO-INTELLIGENCE	U.S.	Pending	-	88197658	16 November 2018

Owner	Trademark Title	Jurisdiction	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
AS Solution A/S	AS SOLUTION	U.S.	3497191	02 September 2008	78858472	11 April 2006
SOS Security LLC of Louisiana	SOS SECURITY LLC OF LOUISIANA	Louisiana, U.S.	640829	19 November 2012	79100106	-
AS Solution A/S	AS SOLUTION	E.U.T.M.	5355086	11 October 2007	5355086	04 October 2006
SOS Security LLC d/b/a SOS Security of Hawaii	SOS SECURITY OF HAWAII	Hawaii, U.S.	H1412152	28 November 2012	79102063	-