

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Fletcher Creamer & Son, Inc.		10/01/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CITIBANK N.A., as Collateral Agent		
Street Address:	1615 Brett Road		
Internal Address:	Ops III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2441900	CREAMER	
Registration Number:	1968635	IN-WEG	
Registration Number:	2441902	J. FLETCHER CREAMER & SON	
Registration Number:	2441899	JFC	
Registration Number:	2441901	ORGANIZACAO E PROGRESSO	
Registration Number:	2860460	WWW.JFCSON.COM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0368		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$165.00 2441900

DATE SIGNED:	10/01/2019
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Citibank, N.A., as Collateral agent (as defined below) for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of October 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among APi Group DE, Inc. (the "Initial Borrower"), a Delaware corporation, J2 Acquisition Limited, a company limited by shares incorporated in the British Virgin Islands, the Guarantors from time to time party thereto, the Lenders and Citibank, N.A., as administrative agent and collateral agent (in such capacity and together with its successors, the "Collateral Agent") and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to that certain Pledge and Security Agreement dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") made by each of the Grantors and the other grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith,

whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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:

AMERICAN FIRE PROTECTION GROUP, INC.
API GROUP, INC.
THE JAMAR COMPANY
WESTERN STATES FIRE PROTECTION COMPANY

By: Thomas A. Lydon
Name: Thomas A. Lydon
Title: Chief Financial Officer

J. FLETCHER CREAMER & SON, INC.

By: Thomas A. Lydon
Name: Thomas A. Lydon
Title: Assistant Secretary

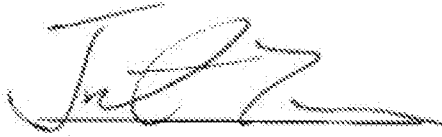
GRUNAU COMPANY, INC.

By: Thomas A. Lydon
Name: Thomas A. Lydon
Title: Secretary

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Justin Tichauer", written over a horizontal line.



Name: Justin Tichauer

Title: Managing Director and Vice President





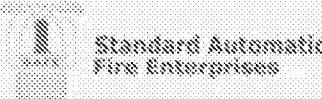
SCHEDULE I to
the Trademark Security Agreement
TRADEMARK/SERVICE MARK REGISTRATIONS AND APPLICATIONS

Trademark/Service Mark	Serial / Registration No.	Filing / Registration Date	Country	Grantor
WESTERN MONITORING	App 85341007 Reg 4597491	App 08- JUN- 2011 Reg 02- SEP- 2014	US	Western States Fire Protection Company
	App 78913275 Reg 3239378	App 21- JUN- 2006 Reg 08- MAY- 2007	US	Western States Fire Protection Company
	App 78913301 Reg 3239380	App 21- JUN- 2006 Reg 08- MAY- 2007	US	Western States Fire Protection Company
	App 78913336 Reg 3239381	App 21- JUN- 2006 Reg 08- MAY- 2007	US	Western States Fire Protection Company
	App 85123779 Reg 4005158	App 07-SEP-2010 Reg 02-AUG-2011	US	APi Group, Inc.
API Systems Group	App 86025916 Reg 4627205	App 01- AUG- 2013 Reg 28- OCT- 2014	US	APi Group, Inc.
BUILDING GREAT LEADERS	App 86826267 Reg 5142988	App 19- NOV- 2015 Reg 14- FEB- 2017	US	APi Group, Inc.
DRIVING WITHOUT DISTRACTIONS	App 87773859 Reg 5724071	App 29-JAN-2018 Reg 09-APR-2019	US	APi Group, Inc.
	App 85451518 Reg 4322875	App 19-OCT-2011 Reg 23-APR-2013	US	APi Group, Inc.


EXECUTION VERSION

Trademark/Service Mark	Serial / Registration No.	Filing / Registration Date	Country	Grantor
	App 85482663 Reg 4326675	App 29- NOV- 2011 Reg 30- APR- 2013	US	APi Group, Inc.
TWIN CITY GARAGE DOOR CO.	App 85433036 Reg 4149562	App 27-SEP-2011 Reg 29-MAY-2012	US	APi Group, Inc.
	App 75862823 Reg 2410568	App 02-DEC-1999 Reg 05-DEC-2000	US	Grunau Company
GRUNAU COMPANY	App 75862824 Reg 2533402	App 02-DEC-1999 Reg 29-JAN-2002	US	Grunau Company
GRUNAU	App 77483656 Reg 3557264	App 27-MAY-2008 Reg 06-JAN-2009	US	Grunau Company, Inc.
CREAMER	App 75683040 Reg 2441900	App 15-APR-1999 Reg 10-APR-2001	US	J. Fletcher Creamer & Son, Inc.
IN-WEG	App 74691304 Reg 1968635	App 19-JUN-1995 Reg 16-APR-1996	US	J. Fletcher Creamer & Son, Inc.
J. FLETCHER CREAMER & SON	App 75683153 Reg 2441902	App 15-APR-1999 Reg 10-APR-2001	US	J. Fletcher Creamer & Son, Inc.
JFC	App 75683039 Reg 2441899	App 15-APR-1999 Reg 10- APR- 2001	US	J. Fletcher Creamer & Son, Inc.

EXECUTION VERSION

Trademark/Service Mark	Serial / Registration No.	Filing / Registration Date	Country	Grantor
	App 75683108 Reg 2441901	App 15-APR-1999 Reg 10-APR-2001	US	J. Fletcher Creamer & Son, Inc.
WWW.JFCSON.COM	App 75683104 Reg 2860460	App 15-APR-1999 Reg 06- JUL- 2004	US	J. Fletcher Creamer & Son, Inc.
	App 87541443 Reg 5416594	App 25-JUL-2017 Reg 06-MAR-2018	US	The Jamar Company
AMERICAN FIRE PROTECTION GROUP	3686609	9/22/2009	US	American Fire Protection Group, Inc.
FIRE PRO FIRE PROTECTION PROFESSIONALS FIRE PRO 	5164223	3/21/2017	US	American Fire Protection Group, Inc.
MUTUAL SPRINKLERS, INC. WWW.MUTUALSPRINKLERS.COM 	5131543	1/31/2017	US	American Fire Protection Group, Inc.
P PERKINS FIRE PRO 	5163991	3/21/2017	US	American Fire Protection Group, Inc.
SAFE STANDARD AUTOMATIC FIRE ENTERPRISES 	5140109	2/14/2017	US	American Fire Protection Group, Inc.

EXECUTION VERSION

Trademark/Service Mark	Serial / Registration No.	Filing / Registration Date	Country	Grantor
SFP SUPERIOR FIRE PROTECTION  <i>Superior Fire Protection</i>	5189120	4/25/2017	US	American Fire Protection Group, Inc.
SUPERIOR FIRE PROTECTION	1827732	3/22/1994	US	American Fire Protection Group, Inc.