# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM554794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
#1 A LifeSafer, Inc.		12/23/2019	Corporation: KENTUCKY
Monitech, LLC (f/k/a Monitech, Inc.)		12/23/2019	Limited Liability Company: NORTH CAROLINA
Guardian Interlock, LLC		12/23/2019	Limited Liability Company: GEORGIA
PAS Systems International, Inc.		12/23/2019	Corporation: VIRGINIA

# **RECEIVING PARTY DATA**

Name:	Silver Point Finance, LLC, as Collateral Agent
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	4270769	LIFESAFER PEOPLE AND TECHNOLOGY FOR SAFE
Registration Number:	4270770	LIFESAFER
Registration Number:	1800569	LIFESAFER
Registration Number:	4371161	MONITECH
Registration Number:	4316624	QUICTEST
Registration Number:	5274133	GUARDIAN INTERLOCK
Registration Number:	2942994	AA ADVANCED ALCOHOL MONITORING
Registration Number:	5594593	QUICKSTART IGNITION INTERLOCK
Registration Number:	2041883	

### CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

TRADEMARK

REEL: 006825 FRAME: 0744 900528502

Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 37754.00013

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/24/2019

**Total Attachments: 4** 

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TRADEMARK REEL: 006825 FRAME: 0745

#### SHORT-FORM TRADEMARKS SECURITY AGREEMENT

Date: December 23, 2019

WHEREAS, LMG Holdings, Inc., a Delaware corporation, #1 A LifeSafer, Inc., a Kentucky corporation, Monitech, LLC (f/k/a Monitech, Inc.), a North Carolina limited liability company, Guardian Interlock, LLC, a Georgia limited liability company, and PAS Systems International, Inc., a Virginia corporation (each, a "Grantor") has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, each Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Pledge and Security Agreement dated as of December 23, 2019 (as modified from time to time, the "Security Agreement"), in which each Grantor has granted certain interests in favor of Silver Point Finance, LLC, as Collateral Agent ("Collateral Agent") for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of such Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office (collectively, the "Trademark Collateral"), including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

Upon any termination or release of the Trademark Collateral pursuant to <u>Section 4.12</u> of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

[signature page follows]

NAI-1510435741v2

IN WITNESS WHEREOF, the undersigned has caused this agreement to be duly executed and delivered as of the day and year first above written.

#1 A LIFESAFER, INC.,

as a Grantor

Name: Shawn Alt

Title: Vice President and Secretary

MONITECH, LLC,

as a Grantor

Name: Shawn Alt

Title: Vice President and Secretary

**GUARDIAN INTERLOCK, LLC,** 

as a Grantor

Name: Shawn Alt

Title: Vice President and Secretary

PAS SYSTEMS INTERNATIONAL, INC.,

as a Grantor

By:

Name: Shawn Alt

Title: Vice President and Secretary

**REEL: 006825 FRAME: 0747** 

**US TRADEMARKS** 

SCHEDULE OF REGISTERED TRADEMARKS

Registered Registered Registered Registered Registered	MONITECH, LLC  MONITECH, LLC  Guardian Interlock, LLC  Guardian Interlock, LLC  Guardian Interlock, LLC  PAS Systems International Inc	7/23/13 4/9/13 4/9/17 8/29/17 4/19/05 10/30/18	4371161 4316624 4316624 5274133 5274133 2942994 2942994 2942994	9/6/12 8/6/12 6/16/16 6/16/16 2/22/18 2/22/18	85722056 85695754 87074249 87074249 78243842 78243842 75067952	QUICTEST  QUICTEST  GUARDIAN INTERLOCK  GUARDIAN INTERLOCK  AA ADVANCED ALCOHOL  MONITORING  AARANASSA  GUARDIAN INTERLOCK  QUICKSTART IGNITION INTERLOCK  Design Only
Registered Registered	#1 A LIFESAFER, INC. #1 A LIFESAFER, INC.	1/8/13	4270770 1800569	11/15/11 2/12/93	85472852 74358346	LIFESAFER LIFESAFER
Registered	#1 A LIFESAFER, INC.	REGN DATE 1/8/13	REGN NO. 4270769	<b>FILED</b> 11/15/11	<b>APPLN NO.</b> 85472639	MARK  LIFESAFER PEOPLE AND TECHNOLOGY  FOR SAFER COMMUNITIES

TRADEMARK **REEL: 006825 FRAME: 0748** 

**RECORDED: 12/24/2019** 

MARK
APPLN NO.
FILED
REGN F
REGN O'DATE
OWNER
STATUS

TRADEMARK REEL: 006825 FRAME: 0749