

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire Protection Service Corporation		09/27/2019	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	5404 Wisconsin Ave.		
Internal Address:	2nd Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4244401	MOUNTAIN ALARM	
Registration Number:	4835258	LINK INTERACTIVE	
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>			
Phone:	2155235302		
Email:	pgagne@kleinbard.com		
Correspondent Name:	Paul G. Gagne		
Address Line 1:	1717 Arch Street		
Address Line 2:	5th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Paul G. Gagne		
SIGNATURE:	/Paul G. Gagne/		
DATE SIGNED:	02/13/2020		
Total Attachments: 5			
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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is dated as of September 27, 2019, by FIRE PROTECTION SERVICE CORPORATION, a Utah corporation (“**Grantor**”), in favor of PACIFIC WESTERN BANK, a California state chartered bank, as agent for the Lenders (“**Agent**”).

WHEREAS, reference is made to that Loan Agreement, dated as of December 4, 2012, by and between Grantor as Borrower, certain affiliates of Grantor, and Pacific Western Bank, as the sole lender, as amended, restated, modified, or supplemented (the “**Original Loan Agreement**”), pursuant to which Pacific Western Bank, as the sole lender, made certain loans and other financial accommodations to Grantor and Kenco Enterprises, Inc., a Montana corporation (“**Kenco**” and collectively with Grantor, “**Borrowers**”, each a “**Borrower**”) and the parties thereto have amended and restated the Original Loan Agreement and entered into that certain Third Amended and Restated Loan Agreement dated as of September 27, 2019, by and among Borrowers, Fire Protection Holding Corporation, a Utah corporation, the other credit parties from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”), and Agent (as amended, restated, modified, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, pursuant to the Original Loan Agreement, Grantor executed and delivered to Pacific Western Bank, as the sole lender, that certain Trademark Security Agreement, dated as of December 4, 2012, by Grantor in favor of Pacific Western Bank, as the sole lender (the “**Original Trademark Security Agreement**”), recorded as file number 900241748 with the United States Patent and Trademark Office on December 19, 2012 and Grantor executed and delivered to Pacific Western Bank, as the sole lender, that certain Amended and Restated Trademark Security Agreement, dated as of October 5, 2015, by Grantor in favor of Pacific Western Bank, as the sole lender (the “**Amended Trademark Security Agreement**”) recorded as file number 900343242 with the United States Patent and Trademark Office on November 4, 2015;

WHEREAS, subsequent to the execution and delivery of the Amended Trademark Security Agreement, Grantor added additional Trademark Collateral; and

WHEREAS, Grantor and Pacific Western Bank wish to amend and restate the Amended Trademark Security Agreement, among other things, to assign to Pacific Western Bank, as Agent, for the benefit of the Lenders, all of any Borrower’s all right, title and interest in and to the Trademark Collateral, to include the additional Trademark Collateral, and to acknowledge the continuing security interests granted to Agent, all on the terms and conditions set forth herein; and

WHEREAS, Pacific Western Bank and Grantor wish to amend and restate the Amended Trademark Security Agreement, among other things, to assign to Pacific Western Bank, as Agent, for the benefit of the Lenders, all of Grantor’s right, title and interest in and to the Trademark Collateral and to include the additional Trademark Collateral, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and the recitals set forth above are incorporated herein by reference.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title, and interest in, to, and under the following (collectively, the "**Trademark Collateral**"): all of its trademark applications and trademarks, whether now owned or hereafter acquired, including without limitation those listed on Schedule I hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trademarks relate.

3. Loan Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Miscellaneous. The validity, interpretation and performance of this Trademark Security Agreement shall, pursuant to New York General Obligations Law Section 5-1401, be governed and construed in accordance with the laws of the State of New York without regard to such state's choice of law provisions that would result in the application of the laws of a different jurisdiction. This Trademark Security Agreement may be executed in any number of counterparts and by the 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 one and the same agreement. Any judicial proceeding arising out of or relating to this Trademark Security Agreement shall be handled in accordance with and pursuant to the provisions of Section 14.1 of the Loan Agreement, including venue and service of process. Any notice or request under this Trademark Security Agreement shall be given to any party to this Assignment at such party's address set forth in the Loan Agreement.

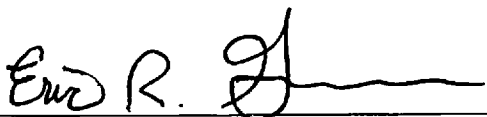
5. Amendment and Restatement. This Trademark Security Agreement amends and restates in its entirety the Amended Trademark Security Agreement. All security interests and liens granted pursuant to the Amended Trademark Security Agreement shall continue in full force and effect, subject to the terms hereof. The obligations of the Grantor under the Amended Trademark Security Agreement shall continue under this Trademark Security Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Trademark Security Agreement. All references to the Amended Trademark Security Agreement in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Trademark Security Agreement and the provisions hereof. It is understood and agreed that the Amended Trademark Security Agreement is being amended and restated by entry into this Trademark Security Agreement on the date hereof.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

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

FIRE PROTECTION SERVICE CORPORATION

By: 


Name: Eric R. Garner

Title: President

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

Accepted and acknowledged:

PACIFIC WESTERN BANK, as Agent

By: 
Name: Joseph Thompson
Title: Banking Officer

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Mountain Alarm	Reg. No. 4,244,401	November 20, 2012
Link Interactive	Reg. No. 4,835,258	October 20, 2015