

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM569276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire Protection Service Corporation		03/23/2020	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	2 Bethesda Metro Cente		
Internal Address:	7th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4244401	MOUNTAIN ALARM	
Registration Number:	4835258	LINK INTERACTIVE	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	501 Grant Street		
Address Line 2:	Suite 200		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0080721-000015		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	03/27/2020		
Total Attachments: 4			

CH \$65.00 4244401

source=capital one-fire protection security agreement 3.23.20#page1.tif

source=capital one-fire protection security agreement 3.23.20#page2.tif

source=capital one-fire protection security agreement 3.23.20#page3.tif

source=capital one-fire protection security agreement 3.23.20#page4.tif

TRADEMARK

REEL: 006901 FRAME: 0688

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2020 (this “**Amendment**”), is made by and between FIRE PROTECTION SERVICE CORPORATION, a Utah corporation (“**Grantor**”), and CAPITAL ONE, NATIONAL ASSOCIATION, as agent for the Lenders (“**Agent**”).

R E C I T A L S:

A. Grantor and Pacific Western Bank, as agent for the Lenders (the “**Original Agent**”), are parties to that certain Second Amended and Restated Trademark Security Agreement, dated as of September 27, 2019, recorded at Reel 6863/Frame 0463 with the United States Patent and Trademark Office on February 13, 2020 (as amended, modified, restated or replaced from time to time, the “**Collateral Assignment**”).

B. Original Agent has resigned as agent for the Lenders, and Agent has replaced Original Agent in such capacity pursuant to that certain Resignation, Consent and Appointment Agreement by and among Original Agent, Agent, Grantor and the other parties thereto, dated as of the date hereof (the “**Resignation and Appointment Agreement**”).

C. Grantor and Agent desire to amend the Collateral Assignment in order to memorialize the change in the party acting as agent for the Lenders pursuant to the Resignation and Appointment Agreement.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions. Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Collateral Assignment.
2. Amendment of Collateral Assignment. From and after the date hereof, “Agent” as used in the Collateral Assignment shall mean Capital One, National Association, a national banking association. The address of Agent is 2 Bethesda Metro Center, 7th Floor, Bethesda, MD 20814, Attention: Saam Parsa.
3. Force and Effect. Grantor reconfirms, restates, and ratifies the Collateral Assignment, as amended hereby. This Amendment is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Collateral Assignment or under the Loan Agreement or any of the other Loan Documents. Grantor acknowledges and agrees that the Collateral Assignment remains in full force and effect and has continued to secure the indebtedness, loans, liabilities, expenses, and obligations under each and all of the Loan Agreement and the other Loan Documents since

the date of execution of Collateral Assignment, and that this Amendment is entitled to all rights and benefits originally pertaining to Collateral assignment.

4. Governing Law. This Amendment shall be deemed to be a contract under the laws of the State of New York and shall, pursuant to New York General Obligations Law 5-1401, for all purposes be governed by and construed and enforced in accordance with the laws of the State of New York.

5. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

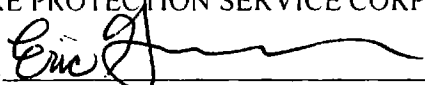
[SIGNATURE PAGE FOLLOWS]

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

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Amendment as of the date first above written.

GRANTOR:

FIRE PROTECTION SERVICE CORPORATION

By: _____

Name: Eric Garner

Title: President

AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION, as
Agent for the Lenders

By: _____

Name: John Robuck

Title: Managing Director

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

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Amendment as of the date first above written.

GRANTOR:

FIRE PROTECTION SERVICE CORPORATION


By: _____

Name: Eric Garner

Title: President

AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION, as
Agent for the Lenders

By:  _____

Name: John Robuck

Title: Managing Director