

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM570472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FK II, LLC		04/02/2020	Limited Liability Company: DELAWARE
FK III, LLC		04/02/2020	Limited Liability Company: DELAWARE
Corporate Safe Specialists, LLC		04/02/2020	Limited Liability Company: DELAWARE
Fire King Security Products, LLC		04/02/2020	Limited Liability Company: INDIANA
Image Vault, LLC		04/02/2020	Limited Liability Company: INDIANA

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC Bank USA
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	banking corporation: ILLINOIS

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
<b>Registration Number:</b>	1107005	ADESCO
<b>Registration Number:</b>	2331456	ADESCO
<b>Registration Number:</b>	2398546	MEILINK CENTENNIAL
<b>Registration Number:</b>	2398552	DAUNTLESS
<b>Registration Number:</b>	2679610	AUDITLOK
<b>Registration Number:</b>	3024488	PERFECT CASH
<b>Registration Number:</b>	3257618	AUTOBANK
<b>Registration Number:</b>	2873971	IMAGE VAULT
<b>Registration Number:</b>	0406424	MEILINK
<b>Registration Number:</b>	0700111	BOLT-O-MATIC DOR-GARD
<b>Registration Number:</b>	1301215	DURAVault
<b>Registration Number:</b>	1527772	GIBRALTAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1927973	SHERLOCK
Registration Number:	4978791	ASCENT
Registration Number:	5463214	BECAUSE IN RETAIL, IT'S ALWAYS CASH O'CL

#### **CORRESPONDENCE DATA**

**Fax Number:** 3124607000

*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:** 312-460-5000

**Email:** slott@seyfarth.com

**Correspondent Name:** Stephen D. Lott

**Address Line 1:** 233 S. Wacker Drive

**Address Line 2:** Suite 8000

**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	058550-000144
<b>NAME OF SUBMITTER:</b>	Stephen D. Lott
<b>SIGNATURE:</b>	/Stephen D. Lott/
<b>DATE SIGNED:</b>	04/03/2020

#### **Total Attachments: 8**

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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 2, 2020, by FK II, LLC, a Delaware limited liability company (“FK II”), FK III, LLC, a Delaware limited liability company (“FK III”), Corporate Safe Specialists, LLC, a Delaware limited liability company (“Safe”), Fire King Security Products, LLC an Indiana limited liability company (“Security Products”), Image Vault, LLC, an Indiana limited liability company (“Image Vault” and together with FK II, FK III, Safe, and Security Products, individually and collectively, the “Company” and together any other Person that becomes a Grantor as provided herein, the “Grantors” and each, a “Grantor”), in favor of CIBC Bank USA, in its capacity as administrative agent for the benefit of the financial institutions (the “Lenders”) that are parties to the Credit Agreement referenced below from time to time (in such capacity, the “Administrative Agent”).

### **RECITALS**

A. Each Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

Notwithstanding the foregoing, Trademark Collateral and Patent Collateral shall not include any Excluded Property.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**FK II, LLC,**  
a Delaware limited liability company

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**FK III, LLC,**  
a Delaware limited liability company

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**FIRE KING SECURITY PRODUCTS, LLC,**  
an Indiana limited liability company

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**CORPORATE SAFE SPECIALISTS, LLC,**  
a Delaware limited liability company

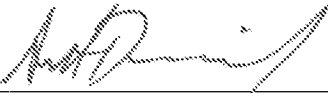
By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**IMAGE VAULT, LLC,**  
an Indiana limited liability company

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By: \_\_\_\_\_

Name: Scott Dvornik

Title: Managing Director

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Word Mark	Company Entity	Trademark Registration Number	Registration Date
ADESCO (Word)	Fire King Security Products, LLC	1,107,005	11/28/1978
ADESCO (Mark)	Fire King Security Products, LLC	2,331,456	03/21/2000
MEILINK CENTENNIAL	Fire King Security Products, LLC	2,398,546	10/24/2000
DAUNTLESS	Fire King Security Products, LLC	2,398,552	10/24/2000
AUDITLOK	Fire King Security Products, LLC	2,679,610	01/28/2003
PERFECT CASH	Fire King Security Products, LLC	3,024,488	12/06/2005
AUTOBANK	Fire King Security Products, LLC	3,257,618	07/03/2007
IMAGE VAULT	Image Vault, LLC	2,873,971	08/17/2004
MEILINK (Stylized)	FK II, LLC	406,424	04/04/1944
BOLT-O-MATIC DOR-GARD	FK II, LLC	700,111	06/28/1960
DURAVault	FK II, LLC	1,301,215	10/23/1984
GIBRALTAR	FK II, LLC	1,527,772	03/07/1989
SHERLOCK (Word)	FK II, LLC	1,927,973	10/17/1995
ASCENT	FK II, LLC	4,978,791	06/14/2016
BECAUSE IN RETAIL, IT'S ALWAYS CASH O'CLOCK	FK III, LLC	5,463,214	05/08/2018

U.S. Trademark Applications:

None.

Non-U.S. Trademark Registrations:

Word Mark	Jurisdiction	Company Entity	Trademark Registration Number	Date of Registration
AUDITLOK	China	Fire King Security Products, LLC	5735856	11/28/2009

IMAGE VAULT	China	Image Vault, LLC	5735857	09/14/2009
MEILINK and Design	Canada	FK II, LLC	TMA140,040	04/30/1965
MEILINK and Design	Mexico	FK II, LLC	1074022	11/26/2008
MEILINK (U.K.)	U.K.	FK II, LLC	2011241	01/19/1996

U.S. Trademark Applications:

None.

Trademark Licenses:

Pursuant to that certain IP License Agreement, dated as of December 20, 2019, by and among FK Acquisition, Inc., FK II, LLC and FK III, LLC, FK Acquisition, Inc. (on behalf of itself and its subsidiaries) granted FK II, LLC and FK III, LLC a worldwide, irrevocable, royalty free license for the period of one year, in connection with (i) all intellectual property (excluding trademarks) owned by FK Acquisition, Inc. and its subsidiaries and used by FK II, LLC and FK III, LLC and their subsidiaries in their business, and (ii) the following trademarks.

Mark	Reg. No.	Record Owner	Country
FIRE KING	1,173,902	Fire King International, LLC	USA
FIREKING	2,833,666	Fire King International, LLC	USA
FIREKING (Flame Stylized/Safes)	2,801,790	Fire King International, LLC	USA
FIREKING	618478	Fire King International, LLC	Mexico
FIREKING and Design	1074021	Fire King International, LLC	Mexico
FIRE KING (UK)	2011238	Fire King International, LLC	U.K.
FIREKING	5735858	Fire King International, LLC	China
	5735859	Fire King International, LLC	China



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations:

Owner	Title of Patent	Patent No.	Issue Date	Expiration Date
Fire King Security Products, LLC	Anti-prying device for use with a safe	6923127	8-2-2005	3-7-2024
Fire King Security Products, LLC	Money tube and associated dispensing units	6966828	11-22-2005	5-17-2023
Fire King Security Products, LLC	Centralized electronic safe and accounting control system	7063252	6-20-2006	7-1-2023
Fire King Security Products, LLC	Electronic transmission and tracking of deposit information	7216098	5-8-2007	12-27-2021
Fire King Security Products, LLC	Bulk coin dispenser	7571833	8-11-2009	12-18-2025
Fire King Security Products, LLC	Apparatus having a bill validator and a method of servicing the apparatus	8348043	7-30-2004	9-20-2029
Fire King Security Products, LLC	Secure storage apparatus	8794420	8-5-2014	1-29-2033
Fire King Security Products, LLC	Centrally controlled safe management system	9000916	4-7-2015	7-17-2032
Fire King Security Products, LLC	Secure storage apparatus	9183692	11-10-2015	1-28-2034
Fire King Security Products, LLC	Centrally controlled safe management system	9879469	1-30-2018	5-6-2036
Fire King Security Products, LLC	Locking mechanism for safe and other secure storage apparatus	9915084	3-13-2018	10-19-2036
Fire King Security Products, LLC	Note verify	10354473	7-16-2019	12-2-2035
Image Vault, LLC	N to 1 intelligent multiplexor	6862633	3-1-2005	9-11-2022
Corporate Safe Specialists, LLC	Method and apparatus for monitoring a safe	6724303	4-20-2004	10-18-2021
Corporate Safe Specialists, LLC	Kit for securable enclosure	6786009	9-7-2004	6-24-2021
Corporate Safe Specialists, LLC	Method and apparatus for controlling a safe having an electronic lock	6885281	4-20-2004	3-6-2022

Corporate Safe Specialists, LLC	Method and apparatus for controlling a safe having an electronic lock	7576633	8-18-2009	3-3-2025
Corporate Safe Specialists, LLC	Horizontal coin dispenser	7591361	9-22-2009	8-30-2026
FK II, LLC	Loose coin and rolled coin dispenser	6796415	9-28-2004	7-23-2023
FK II, LLC	Electronic transmission and tracking of deposit information	7562031	7-14-2009	12-13-2026
FK II, LLC	Drop safe with access to interior components	8356703	10-15-2024	11-8-2031

U.S. Patent Applications:

Owner	Title of Patent	Patent Application No.	Issue Date
Fire King Security Products, LLC	CENTRALLY CONTROLLED SAFE MANAGEMENT SYSTEM	15/844,827	7-5-2018
Fire King Security Products, LLC	SAFE SHIELDING	16/378,692	10-10-2019

Non-U.S. Patent Registrations:

None.

Non-U.S. Patent Applications:

None.

Patent Licenses:

Pursuant to that certain IP License Agreement, dated as of December 20, 2019, by and among FK Acquisition, Inc., FK II, LLC and FK III, LLC, FK Acquisition, Inc. (on behalf of itself and its subsidiaries) granted FK II, LLC and FK III, LLC a worldwide, irrevocable, royalty free license for the period of one year, in connection with (i) all intellectual property (excluding trademarks) owned by FK Acquisition, Inc. and its subsidiaries and used by FK II, LLC and FK III, LLC and their subsidiaries in their business, and (ii) certain trademarks.