

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571638

| | |
|------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ABL Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|--|
| SOS Security LLC | | 04/10/2020 | Limited Liability Company: DELAWARE |
| AS Solution North America, Inc. | | 04/10/2020 | Corporation: GEORGIA |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------|
| Name: | Citibank, N.A. |
| Street Address: | 388 Greenwich Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10013 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3122806 | SOS |
| Registration Number: | 3219397 | SOS SECURITY |
| Registration Number: | 3210169 | SOS S OUR CONCERN IS YOUR SECURITY |
| Registration Number: | 4996985 | OFFICERTRAX |
| Registration Number: | 4178995 | NHSS |
| Registration Number: | 5064093 | KEEPING OUR CLIENTS SAFE, HAPPY AND PROD |
| Registration Number: | 5854697 | OUR CONCERN IS YOUR SECURITY |
| Registration Number: | 5854696 | SOS S ESTABLISHED 1969 |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

| | |
|---|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 04/13/2020 |
| Total Attachments: 6 source=Allied - ABL Trademark Security Agreement (Executed)_(67826975_1)#page1.tif source=Allied - ABL Trademark Security Agreement (Executed)_(67826975_1)#page2.tif source=Allied - ABL Trademark Security Agreement (Executed)_(67826975_1)#page3.tif source=Allied - ABL Trademark Security Agreement (Executed)_(67826975_1)#page4.tif source=Allied - ABL Trademark Security Agreement (Executed)_(67826975_1)#page5.tif source=Allied - ABL Trademark Security Agreement (Executed)_(67826975_1)#page6.tif | |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. SOS Security LLC
- 2. AS Solution North America, Inc.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-DE; 2. Corp.-GA
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 10, 2020

- Assignment
- Security Agreement
- Other ABL Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A.

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

April 13, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ABL TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2020 (this “Agreement”), among SOS Security LLC and AS Solution North America, Inc. (each a “Grantor”) and CITIBANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain ABL Credit Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company (the “Initial Holdings”), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto and CITIBANK, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as a present assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement and ABL Intercreditor Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL

Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

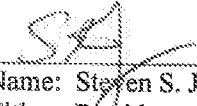
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOS SECURITY LLC, as a Grantor

By: 
Name: Steven S. Jones
Title: President and Chief Executive Officer


AS SOLUTION NORTH AMERICA, INC., as a Grantor

By: 
Name: Steven S. Jones
Title: President and Chief Executive Officer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006914 FRAME: 0056

CITIBANK, N.A., as Collateral Agent

By: 
Name: Christopher Marino
Title: Director & Vice President

Schedule I

United States Registered and Applied-For Trademarks

| Owner | Trademark Title | Jurisdiction | Trademark Registration Number | Trademark Registration Date | Trademark Application Number | Trademark Application Date |
|---------------------------------|---|--------------|-------------------------------|-----------------------------|------------------------------|----------------------------|
| SOS Security LLC | SOS | U.S. | 3122806 | 1 August 2006 | 78/539265 | 28 December 2004 |
| SOS Security LLC | SOS SECURITY | U.S. | 3219397 | 20 March 2007 | 78/539268 | 28 December 2004 |
| SOS Security LLC | SOS S OUR CONCERN IS YOUR SECURITY (and Design) | U.S. | 3210169 | 20 February 2007 | 78/539287 | 28 December 2004 |
| SOS Security LLC | OFFICERTRAX | U.S. | 4996985 | 12 July 2016 | 86813898 | 9 November 2015 |
| SOS Security LLC | NHSS (& design) | U.S. | 4178995 | 24 July 2012 | 85482548 | 29 November 2011 |
| AS Solution North America, Inc. | Keeping our clients safe, happy and productive | U.S. | 5064093 | 18 October 2016 | 86940525 | 15 March 2016 |
| SOS Security LLC | OUR CONCERN IS YOUR SECURITY | U.S. | 5854697 | 10 September 2019 | 88036518 | 13 July 2018 |
| SOS Security LLC | SOS S Established 1969 | U.S. | 5854696 | 10 September 2019 | 88036505 | 13 July 2018 |