

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571639

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien 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:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue, 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: 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 - First Lien Trademark Security Agreement (Executed)_ (67827050_1)#page1.tif source=Allied - First Lien Trademark Security Agreement (Executed)_ (67827050_1)#page2.tif source=Allied - First Lien Trademark Security Agreement (Executed)_ (67827050_1)#page3.tif source=Allied - First Lien Trademark Security Agreement (Executed)_ (67827050_1)#page4.tif source=Allied - First Lien Trademark Security Agreement (Executed)_ (67827050_1)#page5.tif source=Allied - First Lien Trademark Security Agreement (Executed)_ (67827050_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 First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: Eleven Madison Avenue, 8th Floor

City: New York

State: NY

Country: USA Zip: 10010

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

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) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain 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 (“Initial Holdings”), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Borrower”), the lenders and issuing banks from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, 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. 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.

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.

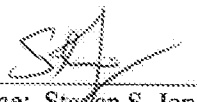
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

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

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 

Name: Whitney Gaston

Title: Authorized Signatory

By: 

Name: Komal Shah

Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006914 FRAME: 0070

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