

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574725

| | | | |
|---|----------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Konkordia Phoenix PLC, Inc. | | 05/01/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Phoenix Loss Control, Inc. | | |
| Also Known As: | Olde PLC, Inc. | | |
| Street Address: | 7646 South Bear Mountain | | |
| City: | Littleton | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80127 | | |
| Entity Type: | Corporation: COLORADO | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5669624 | | |
| Registration Number: | 5078062 | PHENIX LOSS CONTROL | |
| Registration Number: | 5102014 | FIREBIRD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3038301033 | | |
| <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: | 3038302400 | | |
| Email: | rtharp@fwlaw.com | | |
| Correspondent Name: | Ryan M. Tharp, Esq. | | |
| Address Line 1: | 1801 California Street | | |
| Address Line 2: | Suite 2600 | | |
| Address Line 4: | Denver, COLORADO 80202 | | |
| ATTORNEY DOCKET NUMBER: | 14164.001 | | |
| NAME OF SUBMITTER: | Ryan M. Tharp, Esq. | | |
| SIGNATURE: | /rmt/ | | |
| DATE SIGNED: | 05/04/2020 | | |
| Total Attachments: 13 | | | |

OP \$90.00 5669624

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THIS AGREEMENT IS SUBJECT TO A SELLER SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") IS MADE AS OF MAY 1, 2020, BY AND AMONG AAVIN MEZZANINE FUND, LP, A DELAWARE LIMITED PARTNERSHIP, AAVIN EQUITY PARTNERS II, LP, A DELAWARE LIMITED PARTNERSHIP, KONKORDIA CAPITAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, KONKORDIA INVESTMENT PLC, LLC, KONKORDIA PHOENIX PLC, INC., AND PHOENIX LOSS CONTROL, INC., A COLORADO CORPORATION, A COPY OF WHICH IS AVAILABLE FROM ANY OF THE FOREGOING. BY SIGNING THIS AGREEMENT, THE SECURED PARTY (AS DEFINED BELOW) AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SELLER SUBORDINATED SECURITY AGREEMENT

This Seller Subordinated Security Agreement (this "**Agreement**"), dated as of May 1, 2020, is by and between Phoenix Loss Control, Inc., a Colorado corporation (the "**Secured Party**") and Konkordia Phoenix PLC, Inc., a Delaware corporation (the "**Borrower**").

RECITALS

A. Secured Party, Borrower, and certain other parties thereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), providing, subject to the terms and conditions set forth therein, Secured Party sells, conveys, assigns, transfers, and delivers to Borrower all of Secured Party's right, title, and interest in and to all of the Purchased Assets (as defined in the Purchase Agreement).

B. As part of the consideration for the Purchased Assets, Borrower issued that certain Junior Subordinated Promissory Note dated as of the date hereof (as amended, restated, supplements, or otherwise modified from time to time, the "**Note**") to the Secured Party. The Note is subject to set-off under the Purchase Agreement.

C. To induce the Secured Party to sell and transfer the Purchased Assets to Borrower and to accept the Note as part of the consideration therefor, Borrower has agreed to grant the security interest granted herein.

D. Pursuant to the Subordination Agreement Secured Party has subordinated the security interest granted herein.

E. The execution and delivery of this Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Seller Subordinated Security Agreement

1. Definitions.

1.01 “**Collateral**” means the property described on Schedule A and Schedule A-1 and all proceeds thereof.

1.02 “**Copyright**” means, with respect to the Borrower, all of the Borrower’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

1.03 “**Event of Default**” means the occurrence of an “Event of Default” under the Note.

1.04 “**Excluded Account**” means any tax, trust, or payroll account (including, without limitation, accounts used for payroll, payroll taxes, workers' compensation or unemployment compensation premiums or benefits and other employee wage and benefit payments to or for the benefit of Borrower's employees or for other trust or fiduciary purposes of the Borrower or accounts of the Borrower used specifically and exclusively for holding any other taxes required to be collected or withheld by the Borrower (including, without limitation, federal and state sales, use and excise taxes, customs duties, import duties and independent customs brokers' charges) for which the Borrower is or may reasonably be expected to be liable), so long as such Deposit Account contains only funds to be used exclusively for taxes, trust obligations and payroll obligations.

1.05 “**Excluded Collateral**” means, collectively, (a) any contract, lease, permit, license or any contractual obligation entered into by the Borrower (i) that prohibits or requires the consent of any Person other than the Borrower and its affiliates (which consent has not been obtained) as a condition to the creation by the Borrower of a Lien on any right, title or interest in such permit, license or contractual obligation or any equity interest related thereto or that would be breached or give the other party to the right to terminate such permit, license or contractual obligation as a result thereof or (ii) to the extent that any requirement of law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition or requirement for consent in (i) and (ii), to the extent, and for as long as, such prohibition or requirement for consent (y) was not entered into in contemplation of this Agreement and (z) is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other requirement of law or by the receipt of the applicable Person whose consent is required, (b) any property or asset of the Borrower that is subject to a purchase money Lien or a capital lease if the contractual obligation pursuant to which such Lien is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than the Borrower and its affiliates which has not been obtained as a condition to the creation of any other Lien on such equipment, (c) any "intent to use" trademark application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and (d) Excluded Accounts; provided, however, "Excluded Collateral" shall not include any proceeds, products, substitutions or replacements of

Seller Subordinated Security Agreement

Excluded Collateral (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Collateral).

1.06 “**Liens**” means adverse claims, liens, security interests, or encumbrances.

1.07 “**Loan Agreement**” means that certain Loan and Investment Agreement, dated as of the date hereof, by and among the Borrower, certain of its affiliates, the lenders from time to time party thereto and AAVIN Mezzanine Fund, L.P. as collateral agent for the lenders, as amended, restated, supplemented or otherwise modified from time to time.

1.08 “**Obligations**” means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Borrower to Secured Party under the Note and under this Agreement, including, all interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable to and payable by Borrower thereunder and hereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended from time to time (“**Bankruptcy Code**”), including post-petition interest, and whether or not allowed or allowable as a claim in any such proceeding.

1.09 “**Patents**” means, all of the Borrower’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

1.10 “**Permitted Liens**” any of the following:

(a) Liens for taxes not yet delinquent or liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established;

(b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers’, warehousemen’s, materialmen’s and mechanics’ Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings;

(c) Liens incurred or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security, and other liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements;

(d) Liens granted hereunder and any other Liens in favor of the Secured Party;

Seller Subordinated Security Agreement

(e) Liens in favor of the Collateral Agent (as defined in the Subordination Agreement) or the Lenders securing the Senior Indebtedness (as defined in the Subordination Agreement); and

(f) Liens permitted by the Loan Agreement.

1.11 “**Trademarks**” means, with respect to any Loan Party, all of such Loan Party's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

1.12 “**UCC**” means the Uniform Commercial Code, as in effect from time to time, of the State of Delaware or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Secured Party’s Lien on any Collateral.

2. Grant of Security Interest. As security for the Obligations, Borrower hereby assigns, pledges, and grants to Secured Party a lien on and continuing security interest in all of Borrower’s right, title, and interest in and to the Collateral.

3. Borrower’s Representations and Warranties. Borrower represents and warrants to the Secured Party that:

3.01 Ownership. As of the date hereof, Borrower has not granted any other person or entity any right, title, claim, or interest (by way of Lien or otherwise) in, against, or to the Collateral, other than Permitted Liens.

3.02 Incorporation. Borrower is a corporation organized under the laws of the State of Delaware.

4. Borrower’s Covenants. Until such time as the Obligations are satisfied in full and this Agreement has been irrevocably terminated, and unless the Secured Party consents otherwise in writing, Borrower hereby agrees as follows.

4.01 Security. Borrower shall, at its own cost and expense, perform all acts that may be reasonable and necessary to maintain, preserve, protect, and perfect the Collateral, the lien granted to the Secured Party herein, and the perfection and priority of such lien.

4.02 Sale of Collateral. For so long as any Obligation is outstanding, Borrower shall not assign, sell, convey, lease, transfer, or dispose of the Collateral (other than the sale of inventory and the non-exclusive licensing of intellectual property in the ordinary course of business and other sales and dispositions permitted by the Loan Agreement) to any third party without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

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4.03 Liens. Borrower will at all times keep the Collateral free from any Liens other than Permitted Liens.

4.04 Name and Location. The Borrower will not, without providing at least ten (10) days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business, or its organizational identification number. The Borrower will, prior to any change described in the preceding sentence, take all actions reasonably required by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

5. Perfection by Filing.

5.01 Borrower authorizes the Secured Party to file, without the signature of Borrower where permitted, in Delaware, a UCC-1 Financing Statement describing the Collateral in the same manner as it is described herein (or as all property and assets of Borrower) in order to perfect and maintain the Secured Party's security interest in the Collateral; and, from time to time at the request of the Secured Party, Borrower shall execute one or more Financing Statements and such other documents (and pay the cost of filing or recording the same) in all public offices deemed necessary or desirable by the Secured Party to establish and maintain a valid, perfected security interest in the Collateral (free of all other liens and claims whatsoever, except for Permitted Liens) to secure the payment of the Obligations.

5.02 The parties authorize the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement.

6. Remedies and Rights Upon Default.

6.01 Upon and during the continuance of an Event of Default, at its option, the Secured Party may discharge taxes, Liens, or security interests or other encumbrances at any time levied or placed on the Collateral.

6.02 Upon and during the continuance of an Event of Default, Borrower irrevocably appoints the Secured Party as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Secured Party may perform (but Secured Party shall not be obligated to and shall incur no liability to Borrower or any third party for failure so to do) any act which Borrower is obligated by this Agreement to perform, and to exercise such rights and powers as Borrower might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, deposit, or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Borrower relating to the Collateral; and (f) execute other documents, instruments and agreements required hereunder. Borrower shall reimburse Secured Party upon demand for any reasonable costs and expenses, including attorneys' fees, Secured Party may incur while acting as Borrower's attorney-in-fact to the extent permitted hereunder, all of which costs and expenses are included in the Obligations.

Seller Subordinated Security Agreement

6.03 Upon the occurrence and during the continuance of any Event of Default, the Secured Party may, at its option, by the action of the Secured Party, declare any and all Obligations secured hereby immediately due and payable without demand or notice of any kind and the same thereupon shall immediately become and be due and payable without demand or notice, in which event (subject to the further provisions of this Agreement) Secured Party, shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware, as amended from time to time, and any and all rights and remedies available to it under any other applicable law. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee, or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned, or licensed at such sale, to use and apply any of the Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. Any proceeds of any disposition of all or any part of the Collateral may be applied by the Secured Party toward payment of such of the Obligations, and in such order of application, as the Secured Party may from time to time elect.

6.04 The Borrower hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto.

6.05 Any cash held by the Secured Party as Collateral and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Obligations shall be paid over to the Borrower or to any person who may be lawfully entitled to receive such surplus. The Borrower shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

6.06 If, upon the occurrence and during the continuance of any Event of Default, Secured Party reasonably deems that a receivership may be necessary to protect the Collateral, whether before or after maturity of the Note or other Obligation and whether before or at the time of or after the institution of foreclosure or suit to collect the Obligations or to enforce this Agreement or any of the other agreements between the parties, Secured Party shall, after providing Borrower with prior notice and an opportunity to demonstrate that no Event of Default exists or to otherwise respond, have the right to seek an order by any court having jurisdiction, (a) to the appointment of an unaffiliated, third-party receiver to take charge of, manage, preserve, protect, and operate the Collateral; (b) to collect the income and proceeds thereof; to make all necessary

Seller Subordinated Security Agreement

and needful repairs; (c) to pay all taxes, assessments, insurance premiums, and other such charges against and expenses of the Collateral; (d) if approved by such court, to sell the Collateral through a receiver's sale, subject to appropriate approval of the receivership court; (e) to do such other acts as may by such court be authorized and directed; and (f) after payment of the expenses of the receivership and the management of the Collateral, to apply the net proceeds of such receivership in reduction of the Obligations or in such other manner as the said court shall direct notwithstanding the fact that the amount owing thereon may not then be due and payable or the Obligations are otherwise adequately secured. Such receivership shall, at the option of Secured Party, continue until full payment of all Obligations hereby secured, or until sale of the Collateral by the receiver.

7. Security Interest Absolute. All rights of the Secured Party and Liens and security interests hereunder, and all Obligations of the Borrower hereunder, shall be absolute and unconditional irrespective of:

7.01 any illegality or lack of validity or enforceability of any Obligation or any related agreement or instrument;

7.02 any change in the time, place or manner of payment of, or in any other term of, the Obligations, or any rescission, waiver, amendment or other modification of the Note, this Agreement or any other agreement among the parties, including any increase in the Obligations resulting from any extension of additional credit or otherwise;

7.03 any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Obligations;

7.04 any manner of sale, disposition, or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Obligations;

7.05 any default, failure, or delay, willful or otherwise, in the performance of the Obligations;

7.06 any defense, set-off, or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Secured Party, except any defense, right of set-off, or counterclaim of the Borrower under the Purchase Agreement; or

7.07 any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Note or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Borrower or otherwise operate as a defense available to, or a legal or equitable discharge of, the Borrower or any other grantor, guarantor or surety other than any claim or circumstance arising under or related to the Purchase Agreement.

8. Termination. Upon payment in full of all Obligations and as otherwise required by the Subordination Agreement, the Secured Party shall release the lien granted hereby upon the Collateral (or the applicable portion thereof) and shall file, or shall authorize the filing of, a UCC termination statement. If the Secured Party does not expressly authorize the filing of a UCC termination statement as required under this paragraph, within ten (10) days after Borrower makes

Seller Subordinated Security Agreement

written demand therefor, Secured Party will be deemed to have authorized Borrower to file such a termination statement without further notice.

9. General Provisions.

9.01 Further Assurances. The parties hereto agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement or the documents referred to in this Agreement.

9.02 Amendment and Modification; Waiver. This Agreement may be amended, modified or supplemented at any time only by written agreement signed by the Seller and the Purchaser. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Legal Requirement, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

9.03 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

9.04 Governing Law. This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of laws principles.

9.05 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

9.06 Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent of any conflict between the terms of the Purchase Agreement and this Agreement, the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of the applicable parties contained in the Purchase Agreement.

9.07 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Seller Subordinated Security Agreement


9.08 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic PDF shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Seller Subordinated Security Agreement as of the date first written above.

SECURED PARTY

PHOENIX LOSS CONTROL, INC.

By: _____

Name: William C. Rush

Title: President

BORROWER

KONKORDIA PHOENIX PLC, INC.

By:  _____

Name: Andrew Czernocki

Title: Chief Executive Officer and President

**SCHEDULE A
(SELLER SUBORDINATED SECURITY AGREEMENT)**

All of Borrower's right, title and interest in, to and under all:

(a) Accounts; (b) Chattel Paper; (c) Copyrights, Patents and Trademarks, including, such Collateral described on Schedule A-1; (d) Documents; (e) Equipment; (f) Fixtures; (g) General Intangibles; (h) Goods; (i) Instruments; (j) Inventory; (k) Investment Property; (l) receivables; (m) cash or cash equivalents; (n) letters of credit, Letter-of-Credit Rights and Supporting Obligations; (o) Deposit Accounts with any bank or other financial institution; (p) Commercial Tort Claims; and (q) accessions to, substitutions for and replacements, Proceeds (including stock rights), insurance Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and any and all other personal property and other assets, in all cases, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Borrower (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Borrower, and regardless of where located, excluding, however, Excluded Collateral (all of which will be collectively referred to as the "Collateral").

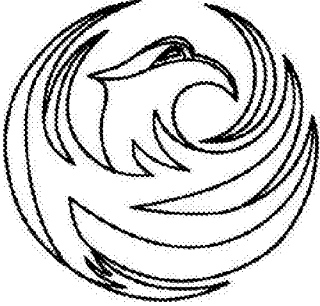
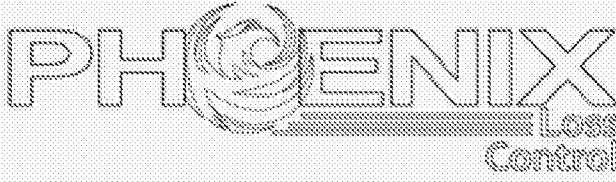
Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the UCC.

**SCHEDULE A-1
(SUBORDINATED SECURITY AGREEMENT)**

Copyright Registrations

| Country | Title | Registration Number |
|----------------|--|----------------------------|
| US | Phoenix Loss Control Claims Tracking System (CTS) 2019. | TXu002136975 / 2019-02-21 |
| US | Phoenix Loss Control Mobile Reporting System (MRS) 2019. | TXu002137415 / 2019-02-25 |
| US | Phoenix Loss Control Secure Storage Vault (SSV) 2019. | TXu002151691 / 2019-01-10 |

Trademark Registrations

| Mark | USPTO Registration Number | Words Only or Stylized |
|---|----------------------------------|-------------------------------|
|  | 5669624 | Stylized |
|  | 5078062 | Stylized |
| FIREBIRD | 5102014 | Words Only |