

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACR Electronics, Inc.		05/27/2020	Corporation: FLORIDA
NAL Research Corp.		05/27/2020	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	National Banking Association: IRELAND

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4161374	YOUR BEST LAST CHANCE
Registration Number:	4161373	THE SCIENCE OF SURVIVAL
Registration Number:	4160965	ARTEX
Registration Number:	4081028	RESQLINK
Registration Number:	4037463	SARLINK
Registration Number:	4037462	AQUALINK
Registration Number:	4099316	SAFELIFE LIVE BY IT
Registration Number:	4099315	SAFELIFE LIVE BY IT
Registration Number:	4009804	SAFELIFE
Registration Number:	4009803	SAFELIFE
Registration Number:	4006521	SAFELIFE
Registration Number:	2509296	FIREFLY
Registration Number:	1863089	FIREFLY PLUS
Registration Number:	1899613	PATHFINDER
Registration Number:	1010695	RESCUE LITE
Registration Number:	4365888	ARTEX
Registration Number:	4322221	ACR
Registration Number:	4290451	

CH \$715.00 4161374

Property Type	Number	Word Mark
Registration Number:	4878367	AISLINK
Registration Number:	5008080	GLOBALFIX
Registration Number:	5017191	ELT 345
Registration Number:	5402349	ELT 3000
Registration Number:	5520622	ELT 4000
Registration Number:	5017189	ELT 1000
Serial Number:	88174392	ARTEX ELT-DT
Serial Number:	88644273	ELT 5000
Serial Number:	88903295	RESQFLARE
Serial Number:	87792034	NAL VUE

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Laura M. Franco

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	06/01/2020

Total Attachments: 6

source=BOI ACR - Trademark Security Agreement [Executed]_(14793165)_ (1)#page1.tif

source=BOI ACR - Trademark Security Agreement [Executed]_(14793165)_ (1)#page2.tif

source=BOI ACR - Trademark Security Agreement [Executed]_(14793165)_ (1)#page3.tif

source=BOI ACR - Trademark Security Agreement [Executed]_(14793165)_ (1)#page4.tif

source=BOI ACR - Trademark Security Agreement [Executed]_(14793165)_ (1)#page5.tif

source=BOI ACR - Trademark Security Agreement [Executed]_(14793165)_ (1)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of May 27, 2020, between each of the signatories hereto (collectively, the “Grantors”) in favor of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of May 27, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law

and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

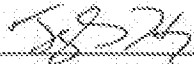
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ACR ELECTRONICS, INC., as Grantor

By: 
Name: Tyler Huber
Title: Authorized Signatory

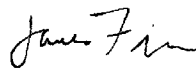
NAL RESEARCH CORP., as Grantor

By: *Robert H. Bills*
Name: Robert Bills
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006949 FRAME: 0731

THE GOVERNOR AND COMPANY OF THE BANK
OF IRELAND, as Collateral Agent



By: _____

Name: James Finn

Title: Director



By: _____

Name: Marshall McFeetors

Title: Director

SCHEDULE I
INTELLECTUAL PROPERTY

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NAL Research Corporation	87792034	NAL VUE
ACR Electronics, Inc.	4161374	YOUR BEST LAST CHANCE
ACR Electronics, Inc.	4161373	THE SCIENCE OF SURVIVAL
ACR Electronics, Inc.	4160965	ARTEX
ACR Electronics, Inc.	4081028	RESQLINK
ACR Electronics, Inc.	4037463	SARLINK
ACR Electronics, Inc.	4037462	AQUALINK
ACR Electronics, Inc.	4099316	SAFELIFE LIVE BY IT (AND DESIGN)
ACR Electronics, Inc.	4099315	SAFELIFE LIVE BY IT (AND DESIGN)
ACR Electronics, Inc.	4009804	SAFELIFE (AND DESIGN)
ACR Electronics, Inc.	4009803	SAFELIFE (AND DESIGN)
ACR Electronics, Inc.	4006521	SAFELIFE (AND DESIGN)
ACR Electronics, Inc.	2509296	FIREFLY
ACR Electronics, Inc.	1863089	FIREFLY PLUS
ACR Electronics, Inc.	1899613	PATHFINDER
ACR Electronics, Inc.	1010695	RESCUE LITE
ACR Electronics, Inc.	4365888	ARTEX (DESIGN)
ACR Electronics, Inc.	4322221	ACR (DESIGN)
ACR Electronics, Inc.	4290451	ACRCOLOR MARK (CHARTREUSE)
ACR Electronics, Inc.	4878367	AISLINK
ACR Electronics, Inc.	5008080	GLOBALFIX
ACR Electronics, Inc.	5017191	ELT 345
ACR Electronics, Inc.	5402349	ELT 3000
ACR Electronics, Inc.	5520622	ELT 4000
ACR Electronics, Inc.	5017189	ELT 1000

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ACR Electronics, Inc.	88/174,392	ARTEX ELT-DT
ACR Electronics, Inc.	88/644,273	ELT5000
ACR Electronics, Inc.	88/903295	ResQFlare