

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOS Security LLC		04/13/2020	Limited Liability Company: DELAWARE
AS Solution North America, Inc.		04/13/2020	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	246 Goose Lane		
Internal Address:	Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	National Banking 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:	2124464900		
<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:	212-390-4147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		

CH \$215.00 3122806

Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	46968-1
NAME OF SUBMITTER:	Amanda Cirella
SIGNATURE:	//Amanda Cirella//
DATE SIGNED:	06/10/2020

Total Attachments: 5

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NOTES TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2020 (this “Agreement”), among SOS Security LLC and AS Solution North America, Inc. (each a “Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “Notes Collateral Agent”).

Reference is hereby made to that certain Indenture dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) among ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Company” or the “Issuer”), ALLIED UNIVERSAL FINANCE CORPORATION, a Delaware corporation (the “Co-Issuer” and, together with the Issuer, the “Issuers”), the guarantors from time to time party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Trustee and as Notes Collateral Agent, and that certain Notes 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 the Issuers, the Grantors party thereto and the Notes Collateral Agent. Each Grantor is an Affiliate of the Issuer and will derive substantial benefits from the issuance of the Notes pursuant to the Indenture. 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 Indenture 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 Notes Obligations, each Grantor hereby grants to the Notes 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 Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments, in writing in recordable form, reasonably requested by each Grantor 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 Notes 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.

SECTION 7. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is executing this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein.

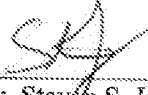
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOS SECURITY LLC, as a Grantor

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

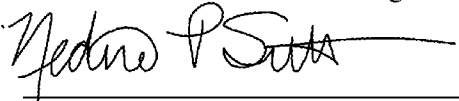
AS SOLUTION NORTH AMERICA, INC., as a Grantor

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

[Signature Page to Notes Trademark Security Agreement]

TRADEMARK
REEL: 006957 FRAME: 0610

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Nedine P. Sutton
Title: Vice President

[Signature Page to Notes Trademark Security Agreement]

TRADEMARK
REEL: 006957 FRAME: 0611

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