

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Security Group, Inc.		07/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5216300	ALERT 360 VIDEO	
Registration Number:	4969404	ALERT 360 BY CENTRAL SECURITY GROUP	
Registration Number:	4674803	360 ALERT-360 LIFE-SAFETY TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111002-0227-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	07/07/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2020 made by CENTRAL SECURITY GROUP, INC., a Delaware corporation (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of October 6, 2014 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Holding Companies, each Lender party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of October 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest; provided that notwithstanding the foregoing or any other provision of this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any, and no Security Interest shall be granted in any, Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement), including liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the

same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Administrative Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all documents (including, but not limited, to an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement) and perform all actions specified in Sections 7.13(d) and (e) of the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENTRAL SECURITY GROUP, INC.,
as Grantor

By: Vickie Catina
Name: Vickie Catina
Title: CFO

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: 
Name: Megan Kane
Title: Authorized Signatory

By: 
Name: Didier Siffert
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
CENTRAL SECURITY GROUP, INC.	ALERT 360 VIDEO	5216300	06-JUN-2017
CENTRAL SECURITY GROUP, INC.	ALERT 360 BY CENTRAL SECURITY GROUP	4969404	31-MAY-2016
CENTRAL SECURITY GROUP, INC.	360 ALERT-360 LIFE- SAFETY TECHNOLOGY	4674803	20-JAN-2015