

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM595158

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOCKMASTERS, INC.		09/01/2020	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P., as Collateral Agent		
<b>Street Address:</b>	303 W. Madison Street, Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2728850	LSI	
<b>Registration Number:</b>	2858465	LOCKONE	
<b>Registration Number:</b>	2689099	LOCKMASTERS SECURITY INSTITUTE	
<b>Registration Number:</b>	1823378	LOCKMASTERS	
<b>Registration Number:</b>	1495496	0 10 20 30 40 50 60 70 80 90 LOCKMASTERS	
<b>Registration Number:</b>	0663262	LOCKMASTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	339494-144		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	09/01/2020		

CH \$165.00 2728850

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2020, is made by LOCKMASTERS, Inc., a Kentucky corporation (“Grantor”), in favor of Maranon Capital, L.P. (“Maranon”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the Issuing Banks (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 1, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Lockmasters Security Holdings, Inc., a Delaware corporation (“Holdco”), Lockmasters Security Intermediate, Inc., a Delaware corporation, as the Borrower (the “Borrower”), the Lenders from time to time party thereto and Maranon, as Administrative Agent and Collateral Agent, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”), but excluding, in any event, any Excluded Property (as defined in the Credit Agreement)):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Termination. Upon the occurrence of the discharge of Secured Obligations or the release of the Grantor from its obligations under the Guaranty and Security Agreement pursuant to Section 8.2 of the Guaranty and Security Agreement, (a) the security interest granted herein shall automatically and immediately terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person, and (b) the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Electronic signatures may be used in lieu of signatures affixed by hand, and such electronic signatures shall have the same validity and effect as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the

New York State Electronic Signatures and Records Act, or any other similar applicable state laws based on the Uniform Electronic Transactions Act. In furtherance of the foregoing, the electronic signature of a party to this Agreement or an e-mail confirmation to the Administrative Agent in form and substance reasonably acceptable to the Administrative Agent, in each case approving the execution of this Agreement or any amendment, waiver, consent or other modification to the Credit Agreement or any other Loan Document, shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement and any such amendment, waiver, consent or modification, and any such electronically signed or confirmed amendment, waiver, consent or other modification (including this Agreement) shall be deemed to be "written" or "in writing," and to have been "signed" or "duly executed" for all purposes of the Credit Agreement and the other Loan Documents; provided, that delivery of an e-mail confirmation as set forth above shall be supplemented by the delivery to Administrative Agent of an original signed counterpart, facsimile transmission or electronic transmission promptly upon Administrative Agent's request.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

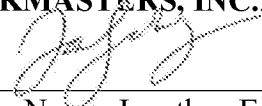
INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under federal law, the Trademark Collateral shall not include any applications filed in the USPTO to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filings of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

**LOCKMASTERS, INC.**, as Grantor

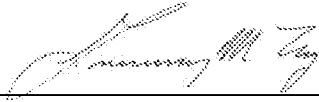
By:   
Name: Jonathan E. Schwartz  
Title: Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007038 FRAME: 0839**

ACCEPTED AND AGREED  
as of the date first above written:

**MARANON CAPITAL, L.P.**, as Collateral Agent

By:   
Name: Gregory M. Long  
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007038 FRAME: 0840**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Title	Application No.	Application Date	Registration No.	Registration Date
LSI	76407840	05/14/2002	2728850	06/24/2003
LOCKONE	76404160	05/07/2002	2858465	06/29/2004
LOCKMASTERS SECURITY INSTITUTE	76109507	08/15/2000	2689099	02/18/2003
LOCKMASTERS	74357910	02/11/1993	1823378	02/22/1994
0 10 20 30 40 50 60 70 80 90 LOCKMASTERS	73675498	07/30/1987	1495496	07/05/1988
LOCKMASTERS	72022124	01/04/1957	0663262	06/17/1958