

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603648

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Security Group, Inc.		10/16/2020	Corporation: DELAWARE
Guardian Security Systems, Inc.		10/16/2020	Corporation: OKLAHOMA
Central Security Group - Nationwide, Inc.		10/16/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	88953385	ALERT 360
Registration Number:	5216300	ALERT 360 VIDEO
Registration Number:	4969404	ALERT 360 BY CENTRAL SECURITY GROUP
Registration Number:	4674803	360 ALERT-360 LIFE-SAFETY TECHNOLOGY
Registration Number:	3518372	CSG CENTRAL SECURITY GROUP

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-20098 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

OP \$140.00 88953385

ATTORNEY DOCKET NUMBER:	074658-20098
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/19/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2020 made by Central Security Group, Inc., a Delaware corporation (“CSG”), Guardian Security Systems, Inc., an Oklahoma corporation (“Guardian”), Central Security Group – Nationwide, Inc., a Delaware corporation (“Nationwide”, and together with CSG and Guardian, the “Grantors” and individually, each, a “Grantor”), in favor of PNC Bank, National Association, as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to the First Lien Credit Agreement, dated as of October 16, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CSG, the Holding Companies, each Lender party thereto from time to time, PNC Bank, National Association, as Administrative Agent and the other parties party thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of October 16, 2020 (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 each 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, each 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 Credit Agreement, as applicable.

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, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such 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 such Grantor or in which such 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 each 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.

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 each Grantor when a counterpart hereof executed on behalf of such 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 each 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. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this 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 Grantors 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 Grantors have 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 a Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

CENTRAL SECURITY GROUP -- NATIONWIDE,
INC.,
as a Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

GUARDIAN SECURITY SYSTEMS, INC.,
as a Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

*Upon and after the consummation of the Out-of-Court
Restructuring Transactions.*

ALERT 360 OPCO, INC.,
as a Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Treasurer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Kathryn Marshall
Title: Senior Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007079 FRAME: 0291

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	Central Security Group, Inc.	(6/8/2020)	(88953385)
ALERT 360 VIDEO	USA	Central Security Group, Inc.	6/6/2017	5216300
	USA	Central Security Group, Inc.	5/31/2016	4969404
	USA	Central Security Group, Inc.	1/20/2015	4674803
	USA	Central Security Group – Nationwide, Inc.	10/14/2008	3518372
GUARDIAN SYSTEMS	Tennessee	Guardian Security Systems Inc.	10/15/2018	TN 55077
	Tennessee	Guardian Security Systems Inc.	10/15/2018	TN 55079