

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian Protection Services, Inc.		12/23/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5858917	GUARDIAN PROTECTION	
Registration Number:	5858916	GUARDIAN PROTECTION	
Registration Number:	5858915	GUARDIAN PROTECTION	
Registration Number:	5326661	GUARDIAN EDGE PRO	
Registration Number:	5321943	GUARDIAN PROTECTION SERVICES	
Serial Number:	86910523	GUARDIAN EDGEPRO	
Registration Number:	4850674	RESPONSE PLUS	
Registration Number:	3790490	RESPONSE PLUS	
Registration Number:	3358319	GUARDIAN HOME TECHNOLOGIES	
Registration Number:	3072606	GENIE	
Registration Number:	2151624	GUARDIAN PROTECTION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	501 Grant Street		

CH \$290.00 5858917

Address Line 2: Suite 200
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 0011046-303409

NAME OF SUBMITTER: Michael L. Dever

SIGNATURE: /Michael L. Dever/

DATE SIGNED: 12/23/2020

Total Attachments: 11

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 23, 2020, is entered into by and among GUARDIAN PROTECTION SERVICES, INC., a Pennsylvania corporation ("Guardian"), EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (collectively referred to herein as the "Pledgors" and each as an "Pledgor"), and PNC BANK, NATIONAL ASSOCIATION ("Lender").

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Guardian, the other Loan Parties from time to time a party thereto, and the Lender (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), the Lender has agreed to provide certain loans to Guardian, and the Pledgors have agreed, among other things, to grant to the Lender a security interest in certain patents, trademarks and copyrights.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the payment and performance of all indebtedness, Obligations, including obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Service Product and other obligations of each of the Pledgors, in each case, solely to the extent now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, reasonable costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Pledgor hereby grants to the Lender, its successors and assigns, a security interest in, all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate, provided that the foregoing shall exclude Excluded Property (as defined in the Security Agreement) (collectively, the "Patents, Trademarks and Copyrights").

3. Each Pledgor joint and severally covenants, warrants and represents that, except as set forth in Schedule B:

(a) to the best of such Pledgor's knowledge, the Patents, Trademarks and Copyrights that are necessary in the operation of each Pledgor's business are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights that are necessary in the operation of each Pledgor's business is valid and enforceable;

(c) except for Permitted Liens, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights that are necessary in the operation of each Pledgor's business owned by it, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by each Pledgor not to sue third persons with respect to such Patents, Trademarks and Copyrights;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no written claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights that are necessary in the operation of each Pledgor's business does or may materially violate the intellectual property rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, materially consistent standards of quality in its manufacture of products which use or display the Patents, Trademarks and Copyrights that are necessary in the operation of each Pledgor's business, as determined by such Pledgor in its reasonable business judgment; and

(g) such Pledgor in all material respects has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights that are necessary in the operation of each Pledgor's business, as determined by such Pledgor in its reasonable business judgment.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Lender to make the Loans, and that the Lender is relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Lender may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Lender shall not be a defense to any action the Lender may elect to take against any Pledgor. The Lender hereby reserves all rights against each Pledgor.

5. Except as set forth in Section 7 hereof, each Pledgor agrees that, until all of the Secured Obligations shall have been Paid In Full, it will not enter into any agreement which violates such Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld, except (a) such Pledgor may license technology in the ordinary course of business without the Lender's consent to suppliers and customers to

facilitate the manufacture and use of such Pledgor's products and (b) Pledgor may take any other action and may enter into any other transaction that is not prohibited by the Credit Agreement.

6. If, before the Secured Obligations shall have been Paid In Full, any Pledgor shall own any new U.S. applications for any Patents, Trademarks or Copyrights which are necessary in the operation of such Pledgor's business, such Pledgor shall diligently prosecute such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which are issued to such Pledgor in connection with such new applications. Any reasonable and documented out-of-pocket expenses incurred in connection with such an application shall be borne by such Pledgor. Pledgors and Lender agree to modify this Agreement by amending Schedule A to include any such future patents, trademark registrations, or copyrights (or applications thereof) and the provisions of this Agreement shall apply thereto.

7. No Pledgor shall abandon any Patent, Trademark or Copyright that is necessary in the operation of each Pledgor's business without the consent of Lender, which shall not be unreasonably withheld.

8. Except as permitted by the Credit Agreement, each Pledgor agrees not to assign or sell its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of Lender which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Pledgor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of such Pledgor's business.

9. If the Secured Obligations become or are declared due and payable pursuant to Section 9.2.1[Event of Default Other Than Bankruptcy Insolvency, or Reorganization Proceedings] of the Credit Agreement and solely during the continuation thereof, Lender shall have the right, in addition to all other rights and remedies given it by this Agreement, the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be registered, to transfer or assign, in good faith and without negligence or willful misconduct, all or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys) relating to such sale or disposition, shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to such Pledgor and this Agreement shall terminate. Notwithstanding the foregoing, notice of any transfer or assignment or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time that any intended public or private transfer or assignment or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition, and during which period each Pledgor will have the right to pay to Lender the amount of Secured Obligations due and payable plus any reasonable expenses incurred by Lender in connection with any such proposed transfer, assignment or disposition, and upon such payment Lender will release all interest in the Patents, Trademarks and Copyrights, and this Agreement will terminate. At any such transfer or assignment or other disposition, Lender may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and

Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Lender or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

10. Subject to Section 11 hereof, if any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third Person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

11. At such time as Pledgors shall have Paid In Full, this Agreement and all security interest granted hereunder shall automatically terminate and Lender shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by each Pledgor to evidence the release of such termination, and security interest created hereby and to reassign to Pledgors any and all rights granted to the Lender in and to the Patents, Trademarks and Copyrights, pursuant to this Agreement.

12. Pledgor shall preserve and maintain all rights in the Patents, Trademark and Copyrights including without limitation the payment of all maintenance fees, renewal fees or taxes. Pledgor may elect not to preserve or maintain its rights in certain Patents, Trademarks and Copyrights that are no longer necessary in the operation of Pledgor's business.

13. Any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature incurred in connection with the rights and remedies afforded hereunder, including reasonable attorney's fees and expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, and shall be borne and paid by Pledgors within thirty (30) days of demand by Lender, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

14. Each Pledgor shall have the right, with the consent of Lender, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Lender shall cooperate with such Pledgor, at such Pledgor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable and documented out-of-pocket damages, costs and expenses,

including reasonable legal fees, incurred by Lender at the request of Pledgor as a result of such suit or joinder by such Pledgor.

15. No course of dealing between any Pledgor and Lender, nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

16. All of Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction, and further:

(a) To the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Lender or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state Laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state Laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state Laws governing the insolvency of debtors as in effect on the date hereof.

(b) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

18. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor (except as set forth in the Credit Agreement and/or the Security Agreement). This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 27 hereof with respect to additions and supplements to Schedule A hereto.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

21. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 10.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Lender shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor hereby irrevocably consents to the nonexclusive jurisdiction of any state or federal court of the Commonwealth of Pennsylvania, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and Pledgors

hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state court or, to the fullest extent permitted by applicable law, in such federal court. Each Pledgor waives trial by jury in any action or proceeding with respect to this agreement to the full extent permitted by law. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section. **The Process Agent is the Borrower**, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.


27. At any time after the initial execution and delivery of this Agreement to the Lender, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Lender a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Lender with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intent that it constitute a sealed instrument.

GUARDIAN PROTECTION SERVICES, INC.

By:  (SEAL)

Name: Dru A. Sedwick

Title: Chief Executive Officer and Secretary

[SIGNATURE PAGE TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Charles J. Pascarella, Jr.

Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	88221231	5858917	GUARDIAN PROTECTION	TSDR	LIVE
2	88221225	5858918	GUARDIAN PROTECTION	TSDR	LIVE
3	88221222	5858915	GUARDIAN PROTECTION	TSDR	LIVE
4	87035930	5326681	GUARDIAN EDGE PRO	TSDR	LIVE
5	87361488	5321943	GUARDIAN PROTECTION SERVICES	TSDR	LIVE
6	86910523		GUARDIAN EDGEPRO	TSDR	LIVE
7	86582535	4850674	RESPONSE PLUS	TSDR	LIVE
8	76678700	3790490	RESPONSE PLUS	TSDR	LIVE
9	75588925	3358319	GUARDIAN HOME TECHNOLOGIES	TSDR	LIVE
10	76627043	3072606	GENIE	TSDR	LIVE
11	74721917	2151624	GUARDIAN PROTECTION SERVICES	TSDR	LIVE

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None.