

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALDER HOLDINGS, LLC		12/28/2020	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	CRESTLINE DIRECT FINANCE, L.P.
Street Address:	201 Main Street, Suite 1900
Internal Address:	c/o Crestline Investors, Inc.
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4961026	TEAM A
Registration Number:	5087139	A
Registration Number:	5087114	ALDER
Registration Number:	5087138	ALDER
Registration Number:	6008855	LUNA
Registration Number:	4639906	PROTECTED BY AP ALARMPROTECTIONUSA.COM 8
Registration Number:	4588836	AP

CORRESPONDENCE DATA

Fax Number: 8043447999

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: 18047888331

Email: HWITM@HuntonAK.com

Correspondent Name: Stephen Demm, Hunton Andrews Kurth LLP

Address Line 1: Riverfront Plaza, East Tower

Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 078299.0000038

TRADEMARK

REEL: 007149 FRAME: 0353

900588250

CH \$190.00 4961026

NAME OF SUBMITTER:	Stephen P. Demm
SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	12/29/2020
Total Attachments: 5 source=Crestline_Alder - Trademark Security Agreement - PDF#page1.tif source=Crestline_Alder - Trademark Security Agreement - PDF#page2.tif source=Crestline_Alder - Trademark Security Agreement - PDF#page3.tif source=Crestline_Alder - Trademark Security Agreement - PDF#page4.tif source=Crestline_Alder - Trademark Security Agreement - PDF#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 28, 2020 (this "Agreement"), is entered into by and between **ALDER HOLDINGS, LLC**, a Utah limited liability company ("Grantor"), and **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent for the Secured Parties.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of December 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among Grantor, as a Company, **BOERBOEL PROTECTION, LLC**, a Utah limited liability company, as a Guarantor and as Credit Party Representative, **ALDER PROTECTION HOLDINGS, LLC**, a Delaware limited liability company, as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **CRESTLINE DIRECT FINANCE, L.P.**, as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of Grantor's right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals therefor; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark Collateral made

and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which any Grantor no longer has or claims any right, title or interest.

4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

[Remainder of Page Intentionally Blank]

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

ALDER HOLDINGS, LLC, as Grantor

By: 
Name: Adam D. Schanz
Title: Manager

ACCEPTED AND ACKNOWLEDGED:

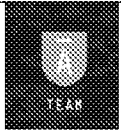


CRESTLINE DIRECT FINANCE, L.P.,
as Administrative Agent and Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc.,
its manager

DocuSigned by:
Chris Semple
By: _____
Name: Chris Semple
Title: Managing Director

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS¹		
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Alder	2,445,211 (Ohio)	November 12, 2015
	4,961,026	May 17, 2016
	5,087,139	November 22, 2016
ALDER	5,087,114	November 22, 2016
ALDER	5,087,138	November 22, 2016
LUNA	6,008,855	March 10, 2020
	4,639,906	November 18, 2014
AP	4,588,836	August 19, 2014