

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stealth Monitoring Inc.		03/01/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5804484	STEALTH MONITORING	
Registration Number:	5804485	STEALTH MONITORING	
Registration Number:	5032829	UCIT SECURITY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030205-0448		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/01/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of March 1, 2021, is entered into by STEALTH MONITORING INC., a Texas corporation (the "Grantor"), in favor of Ares Capital Corporation ("Ares"), as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of March 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Stealth Topco Inc., a Delaware corporation ("Holdings"), Stealth Holding LLC, a Delaware limited liability company (the "U.S. Borrower"), UCIT Online Security Inc., a corporation amalgamated pursuant to the Business Corporations Act (British Columbia) (the "Canadian Borrower"), and together with the U.S. Borrower, the "Borrowers"), Ares, as Administrative Agent and as a Lender, and each of the other Lenders from time to time party thereto, pursuant to which the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, reference is also made to that certain U.S. Guaranty, dated as of March 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty"), executed by certain affiliates of the U.S. Borrower (the "Guarantors") in favor of the Administrative Agent and the Secured Parties, pursuant to which the Guarantors guarantee the payment and performance of the Guaranteed Obligations (as defined in the Guaranty);

WHEREAS, reference is also made to that certain U.S. Security Agreement, dated as of March 1, 2021 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Security Agreement"), by and among the U.S. Borrower, the U.S. Guarantors, and the Administrative Agent, which was entered into in order to secure the Secured Obligations; and

WHEREAS, the Grantor has agreed, pursuant to the terms of the Security Agreement to secure the Secured Obligations and to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent, on behalf of the Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. All capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights of the Grantor, and the works underlying such copyrights, and all registrations and applications for the registration of such copyrights, including, without limitation the United States registrations and applications for the registration of copyrights listed on Exhibit A annexed hereto and made a part hereof.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use or otherwise exploit a work covered by a Copyright.

“Patents” shall mean all patents and applications for patents of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on Exhibit B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on Exhibit C annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark.

SECTION 2. Grant of Security Interest in Intellectual Property. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its present and future right, title and interest in, to and under the following Collateral of the Grantor (excluding, for the avoidance of doubt, any Excluded Assets), whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions (the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals and extensions of the foregoing.
- (e) All income, royalties, damages and payments now and hereafter due and/or payable and/or asserted under and with respect to any of the foregoing.
- (f) The right to sue for past, present and future infringements and violations of any of the foregoing.
- (g) All of the Grantor’s rights corresponding to any of the foregoing throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP 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.

SECTION 4. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 5. Termination; Release of IP Collateral. This Agreement is subject to the release provisions in Section 8.12 of the Security Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law.

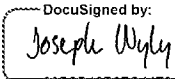
(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

STEALTH MONITORING INC.,
a Texas corporation

By: 
Name: Joseph Wily
Title: Secretary and General Counsel

ARES CAPITAL CORPORATION
as Administrative Agent

By: 
Name: David Schwartz
Title: Authorized Signatory

[Signature Page to IP Security Agreement]

IP SECURITY AGREEMENT

EXHIBIT A

COPYRIGHTS

None.

IP SECURITY AGREEMENT

EXHIBIT B

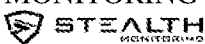
PATENTS

<u>Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Publication No.</u>	<u>Patent No. Issue Date</u>
Premises Security System With Dynamic Risk Evaluation	Stealth Monitoring, Inc.	16510666	2019-07-12	20210012115	2021-01-14

IP SECURITY AGREEMENT

EXHIBIT C

TRADEMARKS

<u>Owner</u>	<u>Trademark Name</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Stealth Monitoring Inc.	STEALTH MONITORING	88203572	22-NOV-2018	5804484	16-JUL-2019
Stealth Monitoring Inc.	STEALTH MONITORING 	88203574	22-NOV-2018	5804485	16-JUL-2019
Stealth Monitoring Inc.	UCIT SECURITY	86641754	26-MAY-2015	5032829	30-AUG-2016