

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM635377

<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>
Sentry Security LLC		03/29/2021	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rockland Trust Company		
<b>Street Address:</b>	288 Union Street		
<b>City:</b>	Rockland		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02370		
<b>Entity Type:</b>	trust company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3556280	SENTRY SECURITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6174220383		
<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>	6174220200		
<b>Email:</b>	ams@bostonbusinesslaw.com		
<b>Correspondent Name:</b>	Scott C. Altonian		
<b>Address Line 1:</b>	155 Federal Street, 9th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Scott C. Altonian		
<b>SIGNATURE:</b>	/sca/		
<b>DATE SIGNED:</b>	03/30/2021		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is dated as of March 29, 2021 by and among SENTRY SECURITY LLC, an Illinois limited liability company with an address of 339 Egidi Drive, Wheeling, IL 60090 (the "Borrower"), and ROCKLAND TRUST COMPANY, a Massachusetts trust company with an address at 288 Union Street, Rockland, Massachusetts 02370, the secured party hereunder (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### RECITALS

Reference is made to a certain Credit Agreement of even date herewith by and among the Borrower and the Lender (as may be amended, restated, modified, supplemented or extended from time to time, the "Credit Agreement").

The Lender has agreed to make certain financing arrangements available to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement. The agreement of the Lender to make the loans to the Borrower is conditioned upon, among other things, the execution and delivery by the Borrower of an agreement in the form hereof to secure the Obligations (as defined in the Credit Agreement).

### AGREEMENT

Accordingly, the Borrower and the Lender hereby agree as follows:

1. **DEFINITIONS:** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of the Borrower, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on EXHIBIT A annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Borrower of any right to use any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Exhibits" means collectively, EXHIBIT A, EXHIBIT B and EXHIBIT C, and each individually an "Exhibit".

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patents” shall mean all letters patent and applications for letters patent of the Borrower, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents 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 Borrower of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Security Agreement” means that certain Security Agreement of even date herewith by and among the Borrower and the Lender as may be amended, restated, modified, supplemented or extended from time to time.

“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 Borrower, whether registered or unregistered, including, without limitation, the trademarks listed on EXHIBIT C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and 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 Borrower of any right to use any Trademark, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof.

Each other capitalized term or phrase used herein and not defined herein shall have the meaning assigned to such term or phrase in the Credit Agreement.

2. GRANT OF SECURITY INTEREST: In furtherance and as confirmation of the security interest granted by the Borrower to the Lender pursuant to the Security Agreement, and as further collateral security for the payment or performance in full of the Obligations, the Borrower hereby ratifies such security interest and grants, pledges and assigns to the Lender a continuing security interest with a power of sale in all of the present and future right, title and interest of the Borrower

in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All renewals of any of the foregoing;
- (e) All general intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Borrower and its respective business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing; and
- (h) All of the Borrower’s rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY BORROWER:** Except as set forth below in this Section 3, the Borrower shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the “Intellectual Property”):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At Borrower’s sole cost, expense and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At Borrower's sole cost, reasonable expense and risk, take any and all action which the Borrower reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, the Borrower shall not have the obligation to use or to maintain any Intellectual Property that has been discontinued, abandoned or terminated or which has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower represents and warrants that:

(a) EXHIBIT A is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Borrower as of the date hereof.

(b) EXHIBIT B is a true, correct and complete list of all Patents and Patent Licenses owned by the Borrower as of the date hereof.

(c) EXHIBIT C is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Borrower as of the date hereof

(d) Except as set forth in the Exhibits, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Borrower is the licensor or franchisor.

(e) All IP Collateral is owned by the Borrower, free and clear of all liens, encumbrances and security interests in favor of any other Person, other than claims and encumbrances as may be permitted by the Credit Agreement or by the Lender in its sole and absolute discretion from time to time in writing.

(f) The Borrower owns, or has a license to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the Borrower's use of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does the Borrower know of any valid basis for any such claim. The Borrower's use of the Intellectual Property does not infringe the rights of any Person. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of the Borrower's rights in any Intellectual Property in any respect.

(g) The Borrower shall give the Lender written notice (with reasonable detail) within

thirty (30) days following the occurrence of any one or more of the following: (i) the Borrower obtains rights to, and files applications for registration of, any new Intellectual Property, or otherwise acquires ownership of any newly registered Intellectual Property; (ii) the Borrower becomes entitled to the benefit of any registered Intellectual Property whether as licensee or licensor; (iii) the Borrower enters into any new Licenses; and (iv) the Borrower knows or has reason to know that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Borrower's ownership of, or the validity of, any material Intellectual Property or the Borrower's right to register the same or to own and maintain the same.

5. AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. If at any time any of the Exhibits attached to this Agreement no longer accurately reflect the existence and status of the Borrower's Intellectual Property, the Borrower shall, within thirty (30) days thereafter, provide the Lender a written replacement of such Exhibit which upon, acceptance by the Lender, shall become part of this Agreement and Lender may require that an amendment to this Agreement be filed with the PTO at Borrower's expense.

(b) Upon the reasonable request of the Lender, the Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of the Borrower relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Borrower hereby constitutes the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that the Lender taking such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. BORROWER'S RIGHTS TO ENFORCE INTELLECTUAL PROPERTY: Prior to an Event of Default, the Borrower shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Borrower to protect the Intellectual Property against encroachment by third parties, provided, however: (a) the Borrower first provides the Lender with written notice of the Borrower's intentions to so sue for enforcement of any Intellectual Property; (b) any money damages awarded or received by the Borrower on account of such suit (or the threat of such suit) shall constitute IP Collateral; and (c) following the occurrence of an Event of Default, the Lender, by notice to the Borrower, may terminate or limit the Borrower's rights under this Section 6.

7. LENDER'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY: In the event of

the Borrower's failure, within five (5) days of written notice from the Lender, to cure any failure by the Borrower to observe or perform its covenants, agreements or other obligations hereunder or the occurrence of any other Event of Default, in each case, the Lender, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the Borrower's place and stead or in the Lender's own right in connection therewith. The Borrower shall pay to the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender exercising its rights under this Section 7, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Note.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence of an Event of Default, in addition to all of the other rights and remedies provided to the Lender pursuant to the Security Agreement with respect to the Collateral, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code with respect to the IP Collateral, including, without limitation, the right of the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

9. **LENDER AS ATTORNEY IN FACT:**

(a) The Borrower hereby irrevocably constitutes, designates and appoints the Lender as its attorney in fact, which appointment is coupled with an interest, provided that such power shall be exercised by the Lender only following the occurrence of an Event of Default, to do any one or more of the following: (i) supplement and amend from time to time any of the Exhibits to include any new or additional Intellectual Property of the Borrower; (ii) exercise any of the rights and powers referenced herein; (iii) create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications and other agreements or writings as the Lender reasonably determines to be appropriate and necessary in connection with the exercise of its rights and remedies under this Agreement, or to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, or to enforce or use the Intellectual Property or to grant or issue any exclusive or non-exclusive license under the Intellectual Property to any third party.

(b) The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance in full of all Obligations.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard), which determination includes a specific finding that the subject act or omission to act had been grossly



negligent or in actual bad faith.

10. LENDER'S RIGHTS: Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Lender's rights thereunder and with respect thereto and without any liability for royalties or other related charges. Neither this Agreement, the Credit Agreement, the Security Agreement or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any present right, title or interest in and to the Intellectual Property, which right, title and interest is effective only following the occurrence of an Event of Default.

11. INTENT: This Agreement is being executed and delivered by the Borrower for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of the security interest granted to the Lender pursuant to the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

12. CHOICE OF LAW: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts, without regard for its conflicts of law principles.


13. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BORROWER:

SENTRY SECURITY LLC

By:   
Name: David A. Balestrery  
Title: Manager

LENDER:

ROCKLAND TRUST COMPANY

By: \_\_\_\_\_  
Name: Thomas Meehan  
Title: Vice President

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**BORROWER:**

SENTRY SECURITY LLC

By: \_\_\_\_\_  
Name: David A. Balestrery  
Title: Manager

**LENDER:**

ROCKLAND TRUST COMPANY

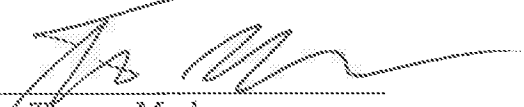
By:  \_\_\_\_\_  
Name: Thomas Meehan  
Title: Vice President

EXHIBIT A

List of Copyrights and Copyright Licenses

NONE

Copyright Licenses

NONE

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

<u>Patent No.</u>	<u>Date of Filing</u>	<u>Description</u>
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NONE

Patent Licenses

<u>Patent No.</u>	<u>Date of Filing</u>	<u>Description</u>
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NONE

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Applications

<u>Description</u>	<u>Application No.</u>	<u>Application Date</u>
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NONE.

Trademark Registrations

<u>Mark</u>	<u>Type</u>	<u>Registration #/Date</u>	<u>Serial #/Date</u>
Sentry Security	Service	3556280 / January 6, 2009	77354183 / December 12, 2007

Trademark Licenses

<u>Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
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NONE.