

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SecurAmerica LLC		04/07/2021	Limited Liability Company: GEORGIA
Champion National Security, Inc.		04/07/2021	Corporation: TEXAS
Mastermind, Inc.		04/07/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	388 Greenwich St.
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2444525	ERMC MAINTAINING YOUR WORLD
Registration Number:	2444526	ERMC MAINTAINING YOUR WORLD
Registration Number:	5309773	
Registration Number:	3916049	CHAMPION NATIONAL SECURITY
Registration Number:	4976112	P
Registration Number:	4967350	PATROL PRO SECURITY SURVEILLANCE MONITOR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

OP \$165.00 2444525

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/07/2021
Total Attachments: 6 source=Trademark Security Agreement (ABL) - Allied (Executed)_(75941039_1)#page1.tif source=Trademark Security Agreement (ABL) - Allied (Executed)_(75941039_1)#page2.tif source=Trademark Security Agreement (ABL) - Allied (Executed)_(75941039_1)#page3.tif source=Trademark Security Agreement (ABL) - Allied (Executed)_(75941039_1)#page4.tif source=Trademark Security Agreement (ABL) - Allied (Executed)_(75941039_1)#page5.tif source=Trademark Security Agreement (ABL) - Allied (Executed)_(75941039_1)#page6.tif	

ABL TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2021 (this “Agreement”), among SECURAMERICA LLC, CHAMPION NATIONAL SECURITY, INC. and MASTERMIND, INC. (each a “Grantor”) and CITIBANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain ABL Credit Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company (“Initial Holdings”), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto and CITIBANK, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as a present assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement and ABL Intercreditor Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the

provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.


SECTION 5. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[Remainder of Page Intentionally Left Blank]

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

**CHAMPION NATIONAL SECURITY, INC.,
MASTERMIND, INC.,**
each as a Grantor

By: 
Name: David I. Buckman
Title: Secretary

SECURAMERICA LLC,
each as a Grantor

By: 
Name: David I. Buckman
Title: Executive Vice President, General
Counsel and Secretary

CITIBANK, N.A., as Collateral Agent



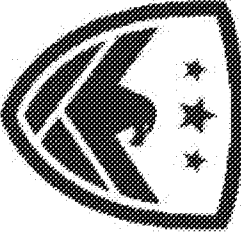
By: _____

Name: Chris Marino

Title: Vice President & Director

Schedule I

United States Registered and Applied-For Trademarks

Owner	Trademark Title	Jurisdiction	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
SecurAmerica LLC	ERMCM MAINTAINING YOUR WORLD	U.S.	2,444,525	April 17, 2001	76,046,020	May 12, 2000
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Champion National Security, Inc.		U.S.	5,309,773	October 17, 2017	87,344,028	February 21, 2017
Champion National Security, Inc.	CHAMPION NATIONAL SECURITY	U.S.	3,916,049	February 8, 2011	77,960,573	March 16, 2010
Mastermind, Inc.	P & Design	U.S.	4976112	06/14/2016	86577128	03/26/2015
Mastermind, Inc.	PATROL PRO Security Surveillance Monitoring System & Design	U.S.	4967350	05/31/2016	86577123	03/26/2015

TRADEMARK

REEL: 007248 FRAME: 0882

RECORDED: 04/07/2021