

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644237

|   |   |                       |                    |
|---|---|-----------------------|--------------------|
| <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> |
| ESO Solutions, Inc.   |   | 05/03/2021            | Corporation: TEXAS |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                    |
| <b>Name:</b>  | Alter Domus (US) LLC, as Collateral Agent |                       |                    |
| <b>Street Address:</b>  | 225 West Washington Street, 9th Floor     |                       |                    |
| <b>City:</b>  | Chicago                                   |                       |                    |
| <b>State/Country:</b>   | ILLINOIS                                  |                       |                    |
| <b>Postal Code:</b>   | 60606                                     |                       |                    |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE       |                       |                    |
| <b>PROPERTY NUMBERS Total: 12</b>   |   |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                             | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 2068230                                   | AMERICAN TWO-WAY      |                    |
| <b>Registration Number:</b>   | 5748358                                   |                       |                    |
| <b>Registration Number:</b>   | 3063382                                   | EPRO BIOLOCK          |                    |
| <b>Registration Number:</b>   | 3261166                                   | EPRO SCHEDULER        |                    |
| <b>Registration Number:</b>   | 5599825                                   | ESO                   |                    |
| <b>Registration Number:</b>   | 3393809                                   | ESO SOLUTIONS         |                    |
| <b>Registration Number:</b>   | 3938044                                   | FH                    |                    |
| <b>Registration Number:</b>   | 2904634                                   | FIREHOUSE SOFTWARE    |                    |
| <b>Registration Number:</b>   | 1809951                                   | NATIONAL TRACS        |                    |
| <b>Registration Number:</b>   | 4572359                                   | SAFETYPAD             |                    |
| <b>Registration Number:</b>   | 5748359                                   | STATION CHECK         |                    |
| <b>Registration Number:</b>   | 4550974                                   | TOTALTRACK            |                    |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                    |
| <b>Fax Number:</b>  |   |                       |                    |
| <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>   | 800-494-5225                              |                       |                    |
| <b>Email:</b>   | ipteam@cogencyglobal.com                  |                       |                    |
| <b>Correspondent Name:</b>  | Stewart Walsh                             |                       |                    |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Suite 1130           |                       |                    |
| <b>TRADEMARK</b>  |   |                       |                    |

OP \$315.00 2068230

**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20005

|                                |                      |
|--------------------------------|----------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1367240 TM           |
| <b>NAME OF SUBMITTER:</b>      | Jonathan R. Larson   |
| <b>SIGNATURE:</b>              | /Jonathan R. Larson/ |
| <b>DATE SIGNED:</b>            | 05/04/2021           |

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 3, 2021 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Alter Domus (US) LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Zilker Merger Sub, Inc., a Texas corporation (prior to the consummation of the Closing Date Acquisition, the "Borrower") and ESO Solutions, Inc., a Texas corporation (upon consummation of the Closing Date Acquisition, the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations and extensions thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

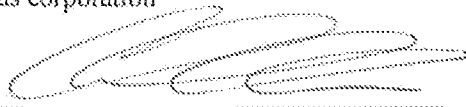
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PLEDGOR:**

**ESO SOLUTIONS, INC.,**  
a Texas corporation

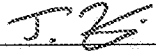
By:   
Name: Chris Dillie  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**ALTER DOMUS (US) LLC,**  
as Collateral Agent

By:




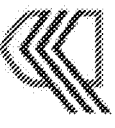
\_\_\_\_\_  
Name: Jon Kirschmeier  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS


United States Trademark Registrations:

| Trademark   | Owner                            | Filing Date       | Serial # | Reg. Date         | Reg. #  | Status     |
|---|----------------------------------|-------------------|----------|-------------------|---------|------------|
| AMERICAN TWO-WAY  | ESO Solutions, Inc. <sup>1</sup> | July 18, 1994     | 74550176 | June 10, 1997     | 2068230 | Registered |
|  |                                  |                   |          |                   |         |            |
| Design Only   | ESO Solutions, Inc. <sup>2</sup> | December 21, 2017 | 87730739 | May 14, 2019      | 5748358 | Registered |
|  |                                  |                   |          |                   |         |            |
| <u>EPRO BIOBLOCK</u>  | ESO Solutions, Inc. <sup>3</sup> | March 8, 2005     | 78582412 | February 28, 2006 | 3063382 | Registered |

<sup>1</sup> ESO Solutions, Inc. merged with and into the Emergency Technologies, Inc. on July 1, 2020.

<sup>2</sup> ESO Solutions, Inc. purchased all the assets of Stationcheck LLC on June 18, 2019.

<sup>3</sup> ESO Solutions, Inc. merged with and into the eCore Software Inc. on July 1, 2020.

| Trademark   | Owner                            | Filing Date       | Serial # | Reg. Date         | Reg. #  | Status     |
|---|----------------------------------|-------------------|----------|-------------------|---------|------------|
| <u>EPRO SCHEDULER</u>   | ESO Solutions, Inc. <sup>4</sup> | September 7, 2006 | 78969308 | July 10, 2007     | 3261166 | Registered |
| <u>ESO</u>  | ESO Solutions, Inc.              | March 8, 2018     | 87825250 | November 6, 2018  | 5599825 | Registered |
| <u>ESO SOLUTIONS</u>  | ESO Solutions, Inc.              | March 8, 2006     | 76656271 | March 11, 2008    | 3393809 | Registered |
| <u>FH</u>   | ESO Solutions, Inc.              | August 13, 2010   | 85107113 | March 29, 2011    | 3938044 | Registered |
| <u>FIREHOUSE SOFTWARE</u>   | ESO Solutions, Inc.              | July 10, 2002     | 78142540 | November 23, 2004 | 2904634 | Registered |
| <u>NATIONAL TRACS</u>   | ESO Solutions, Inc. <sup>5</sup> | April 8, 1992     | 74263861 | December 7, 1993  | 1809951 | Registered |
| <u>SAFETYPAD</u>  | ESO Solutions                    | December 27, 2013 | 86153502 | July 22, 2014     | 4572359 | Registered |
| <u>STATION CHECK and Design</u>   | ESO Solutions, Inc. <sup>6</sup> | December 21, 2017 | 87730763 | May 14, 2019      | 5748359 | Registered |
|  |                                  |                   |          |                   |         |            |
| <u>TOTALTRACK</u>   | ESO Solutions, Inc. <sup>7</sup> | October 14, 2013  | 86090990 | June 17, 2014     | 4550974 | Registered |

<sup>4</sup> ESO Solutions, Inc. merged with and into the eCore Software Inc. on July 1, 2020.

<sup>5</sup> ESO Solutions, Inc. merged with and into the Digital Innovation, Inc. on July 1, 2020.

<sup>6</sup> ESO Solutions, Inc. purchased all the assets of Stationcheck LLC on June 18, 2019.

<sup>7</sup> ESO Solutions, Inc. merged with and into the Emergency Technologies, Inc. on July 1, 2020.



United States Trademark Applications: None

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