

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Fire Protection, Inc.		05/04/2021	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	1615 Brett Road		
Internal Address:	OPS III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2781222	INTERNATIONAL FIRE PROTECTION, INC.	
Registration Number:	1907954	INTERNATIONAL FIRE PROTECTION, INC.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049133-0368		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	05/05/2021		
Total Attachments: 5			
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of May 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Citibank, N.A., as Collateral Agent (as defined below) for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of October 1, 2019 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 22, 2020, and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among APi Group DE, Inc. (the "Initial Borrower"), a Delaware corporation, APi Group Corporation, a Delaware corporation ("Holdings"), the Guarantors from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and Citibank, N.A., as administrative agent and collateral agent (in such capacity and together with its successors, the "Collateral Agent") and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to that certain Pledge and Security Agreement dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") made by each of the Grantors and the other grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country,

union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

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 for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor 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 Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED 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 (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

Delta Fire Systems, Inc.,
as Grantor

By: Thomas A. Lydon
Name: Thomas A. Lydon
Title: Chief Financial Officer

International Fire Protection, Inc.,
as Grantor


By: Thomas A. Lydon
Name: Thomas A. Lydon
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007280 FRAME: 0364

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Justin Tichauer
Title: Managing Director and Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007280 FRAME: 0365

SCHEDULE I to
the Trademark Security Agreement

TRADEMARK/SERVICE MARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Delta Fire Systems, Inc.	DELTA FIRE SYSTEMS INC. & Design 	App 03-OCT-2017 Reg 31-JUL-2018	Registered	App 87632510 Reg 5531854
Delta Fire Systems, Inc.	PROTECTING WHAT PEOPLE VALUE MOST	App 03-OCT-2017 Reg 24-JUL-2018	Registered	App 87632516 Reg 5526309
International Fire Protection, Inc.	INTERNATIONAL FIRE PROTECTION, INC.	App 03-DEC-2001 Reg 11-NOV-2003	Registered	App 76344562 Reg 2781222
International Fire Protection, Inc.	INTERNATIONAL FIRE PROTECTION, INC.	App 27-JUN-1994 Reg 25-JUL-1995	Registered	App 74542483 Reg 1907954