

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664596

| | | | |
|--|--|----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Liberty Safe and Security Products, Inc. | | 08/03/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Monroe Capital Management Advisors, LLC, as Administrative Agent | | |
| Street Address: | 311 South Wacker Drive, Suite 6400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 35 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88817808 | LIBERTY SAFE HOME SECURITY | |
| Serial Number: | 88790969 | WITH RIGHTS COMES RESPONSIBILITY | |
| Serial Number: | 88732038 | EXPLORER | |
| Serial Number: | 88336759 | AMMO CAN | |
| Serial Number: | 88092560 | 1776 | |
| Serial Number: | 87740153 | ALWAYS PROTECTED | |
| Serial Number: | 86049127 | BRIGHTVIEW SAFE LIGHT | |
| Serial Number: | 85761350 | SAFELEERT | |
| Serial Number: | 85526519 | REVERE | |
| Serial Number: | 85515183 | INDEPENDENCE | |
| Serial Number: | 85431734 | CLEARVIEW SAFE LIGHT | |
| Serial Number: | 85411636 | PROVAULT | |
| Serial Number: | 85089673 | MONSTER MECH | |
| Serial Number: | 77646823 | FATBOY | |
| Serial Number: | 77646921 | FATBOYJR. | |
| Serial Number: | 77546035 | COOL POCKET | |
| Serial Number: | 77545399 | NATIONAL SECURITY | |
| Serial Number: | 77441451 | PREMIER | |
| Serial Number: | 77441466 | CLASSIC | |
| TRADEMARK | | | |

CH \$890.00 88817808

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------------|
| Serial Number: | 78800312 | COLONIAL |
| Serial Number: | 78760073 | FRANKLIN |
| Serial Number: | 78760074 | LINCOLN |
| Serial Number: | 78760076 | PRESIDENTIAL |
| Serial Number: | 78736186 | FREEDOM SECURITY BY LIBERTY |
| Serial Number: | 78736196 | FREEDOM SECURITY |
| Serial Number: | 78231851 | TIMBER RIDGE |
| Serial Number: | 76231514 | LIBERTY SAFE |
| Serial Number: | 75732123 | CENTURION |
| Serial Number: | 75727580 | COLONIAL SAFE |
| Serial Number: | 75445154 | FREEDOM SAFE |
| Serial Number: | 74573092 | LIBERTY SAFES |
| Serial Number: | 74452241 | LIBERTY SAFES |
| Serial Number: | 73724198 | CENTURION |
| Serial Number: | 73657599 | NATIONAL SECURITY SAFE CO. |
| Serial Number: | 76484560 | INPRINT |

CORRESPONDENCE DATA

Fax Number:

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: 12123186532
Email: nahalbahri@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Alana Gramer |
| SIGNATURE: | /s/ Alana Gramer |
| DATE SIGNED: | 08/03/2021 |

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 3, 2021** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 3, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including any royalties or income from the Copyright Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Copyrights**”).

(b) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Patent Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Patents**”).

(c) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and

applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Registrar of Copyrights, the Commissioner of Patents and Trademarks, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LIBERTY SAFE AND SECURITY PRODUCTS,
INC.**, a Delaware corporation, as a Grantor

By: _____

Name: Justin Hillenbrand

Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007376 FRAME: 0969

**MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Administrative Agent**

By: *Alex Parmacek*

Name: Alex Parmacek

Title: Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 007376 FRAME: 0970**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights, Copyright Applications

None.

Patents and Patent Applications

| Patent Title | Publication No. | Application No. | Application Date & Priority Date | Status | Current Owner/Assignee |
|--|-----------------|-----------------|----------------------------------|--------|---|
| Personal Property Safe | US20110146359A1 | US2010977305A | 23-DEC-2010 23-DEC-2009 | Alive | 9G PRODUCTS INC. |
| Personal Property Safe | US8689591B2 | US2010977305A | 23-DEC-2010 23-DEC-2009 | Alive | 9G PRODUCTS INC. |
| Flat Pin Safe Lock System | US20200040623A1 | US16053447A | 02-AUG-2018 02-AUG-2018 | Alive | LIBERTY SAFE AND SECURITY PRODUCTS INC. |
| Self-Balancing Locking Mechanism For Doors | US8347665B2 | US2010749114A | 29-MAR-2010 18-JAN-2010 | Alive | LIBERTY SAFE AND SECURITY PRODUCTS INC. |
| Proportional Torque Shaft Clutch Assembly | US8943864B2 | US2010749120A | 29-MAR-2010 18-JAN-2010 | Alive | LIBERTY SAFE AND SECURITY PRODUCTS INC. |

Trademarks and Trademark Applications

| Mark | Ser. No. | Reg. No. | Application Date and Registration Date | Status | Owner Name |
|----------------------------------|-----------------|-----------------|---|---------------|--|
| LIBERTY SAFE HOME SECURITY | 88817808 | 6171417 | 02-MAR-2020 06-OCT-2020 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| WITH RIGHTS COMES RESPONSIBILITY | 88790969 | 6336239 | 10-FEB-2020 27-APR-2021 | Published | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| EXPLORER | 88732038 | | 18-DEC-2019 | Published | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| AMMO CAN | 88336759 | 5851585 | 12-MAR-2019 03-SEP-2019 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| 1776 | 88092560 | 5715203 | 24-AUG-2018 02-APR-2019 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| ALWAYS PROTECTED | 87740153 | 5619019 | 02-JAN-2018 27-NOV-2018 | Registered | LIBERTY SAFE AND SECURITY |

| Mark | Ser. No. | Reg. No. | Application Date and Registration Date | Status | Owner Name |
|-----------------------|----------|----------|--|------------|--|
| | | | | | PRODUCTS, INC. |
| BRIGHTVIEW SAFE LIGHT | 86049127 | 4867507 | 27-AUG-2013 08-DEC-2015 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| SAFELERT | 85761350 | 4580859 | 23-OCT-2012 05-AUG-2014 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| REVERE | 85526519 | 4262547 | 26-JAN-2012 18-DEC-2012 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| INDEPENDENCE | 85515183 | 4314293 | 12-JAN-2012 02-APR-2013 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| CLEARVIEW SAFE LIGHT | 85431734 | 4276713 | 26-SEP-2011 15-JAN-2013 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| PROVAULT | 85411636 | 4448218 | 31-AUG-2011 10-DEC-2013 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |

| Mark | Ser. No. | Reg. No. | Application Date and Registration Date | Status | Owner Name |
|-------------------|----------|----------|--|----------------------|--|
| MONSTER MECH | 85089673 | 4619298 | 21-JUL-2010 14-OCT-2014 | Registered | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| FATBOY | 77646823 | 3775925 | 09-JAN-2009 13-APR-2010 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| FATBOYJR. | 77646921 | 3775927 | 09-JAN-2009 13-APR-2010 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| COOL POCKET | 77546035 | 3807702 | 13-AUG-2008 22-JUN-2010 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| NATIONAL SECURITY | 77545399 | 3591034 | 12-AUG-2008 17-MAR-2009 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| PREMIER | 77441451 | 3822406 | 07-APR-2008 20-JUL-2010 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| CLASSIC | 77441466 | 3763983 | 07-APR-2008 23-MAR-2010 | Registered (Renewed) | LIBERTY SAFE AND |

| Mark | Ser. No. | Reg. No. | Application Date and Registration Date | Status | Owner Name |
|-----------------------------|----------|----------|--|-------------------------|--|
| | | | | | SECURITY PRODUCTS, INC. |
| COLONIAL | 78800312 | 3189278 | 26-JAN-2006 26-DEC-2006 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| FRANKLIN | 78760073 | 3309175 | 23-NOV-2005 09-OCT-2007 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| LINCOLN | 78760074 | 3309176 | 23-NOV-2005 09-OCT-2007 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| PRESIDENTIAL | 78760076 | 3309177 | 23-NOV-2005 09-OCT-2007 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| FREEDOM SECURITY BY LIBERTY | 78736186 | 3550251 | 19-OCT-2005 23-DEC-2008 | Registered (Renewed) | LIBERTY SAFE & SECURITY PRODUCTS, INC. |
| FREEDOM SECURITY | 78736196 | 3550252 | 19-OCT-2005 23-DEC-2008 | Registered (Renewed) | LIBERTY SAFE AND SECURITY |

| Mark | Ser. No. | Reg. No. | Application Date and Registration Date | Status | Owner Name |
|--------------------------|----------|----------|--|-------------------------|--|
| | | | | | PRODUCTS, INC. |
| TIMBER RIDGE | 78231851 | 2902396 | 31-MAR-2003 09-NOV-2004 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| LIBERTY SAFE | 76231514 | 2648543 | 19-MAR-2001 12-NOV-2002 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| CENTURION | 75732123 | 3295968 | 18-JUN-1999 25-SEP-2007 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| COLONIAL SAFE | 75727580 | 2341259 | 14-JUN-1999 11-APR-2000 | Registered (Renewed) | LIBERTY SAFE & SECURITY PRODUCTS, INC. |
| FREEDOM SAFE | 75445154 | 2251255 | 05-MAR-1998 08-JUN-1999 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| LIBERTY SAFES (& Design) | 74573092 | 1945279 | 13-SEP-1994 02-JAN-1996 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |

| Mark | Ser. No. | Reg. No. | Application Date and Registration Date | Status | Owner Name |
|---------------------------------------|----------|----------|--|-------------------------|---|
| LIBERTY SAFES | 74452241 | 1944913 | 25-OCT-1993 02-JAN-1996 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| CENTURION | 73724198 | 1560463 | 25-APR-1988 17-OCT-1989 | Registered (Renewed) | (Applicant) DIEBOLD, INCORPORATED (Post Registration Owner – Current Owner) LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| NATIONAL SECURITY SAFE CO. (& Design) | 73657599 | 1505558 | 27-APR-1987 27-SEP-1988 | Registered (Renewed) | LIBERTY SAFE AND SECURITY PRODUCTS, INC. |
| INPRINT | 76484560 | 2844393 | 23-JAN-2003 25-MAY- 2004 | Registered (Renewed) | 9G PRODUCTS, INC. |

Intellectual Property Licenses

1. Trademark and Copyright License Agreement, effective January 26, 2021, between Liberty Safe and Security Products, Inc. and CNH Industrial America LLC
2. License Agreement, effective March 1, 2018, as amended by that First Amendment to License Agreement, effective October 1, 2019, and as further amended by that Second

Amendment to License Agreement, effective September 1, 2020, between Liberty Safe and Security Products, Inc. and John Deere Shared Services, Inc.

3. License Agreement, dated December 20, 2017, between Liberty Safe and Security Products, Inc. and Colt's Manufacturing Company, LLC

4. Co-Brand License Agreement, dated December 16, 2019, between Liberty Safe and Security Products, Inc. and Cove Smart, LLC

5. National Rifle Association Trademark License Agreement, dated August 18, 2010, as amended by that First Amendment Agreement, dated May 22, 2014, between Liberty Safe and Security Products, Inc. and The National Rifle Association of America

6. Purchase Agreement, dated August 31, 2019, between Liberty Safe and Security Products, Inc. and Global Software, LLC d/b/a insightsoftware, as amended

7. Tractor Supply Company Vendor Agreement, dated February 11, 2017, between Liberty Safe and Security Products, Inc. and Tractor Supply Co. of Texas, LP