

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Summit Fire & Security LLC (f/k/a A-1 National Fire Co. LLC)		09/15/2021	Limited Liability Company: DELAWARE
ABC Fire Extinguisher Co., Inc.		09/15/2021	Corporation: NEVADA
Republic Fire Protection, Inc.		09/15/2021	Corporation: DELAWARE
FRM&L, LLC		09/15/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Owl Rock Capital Corporation, as Collateral Agent
<b>Street Address:</b>	399 Park Avenue, 38th Floor
<b>City:</b>	New York
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	4640063	MAC SYSTEMS
<b>Registration Number:</b>	4906943	MAC NET WIRELESS MONITORING
<b>Registration Number:</b>	4114340	A B C A BROWN CO. A·B·C FIRE AND CYLINDE
<b>Registration Number:</b>	6094249	REPUBLIC FIRE PROTECTION
<b>Registration Number:</b>	5240192	

## 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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

TRADEMARK

<b>Address Line 4:</b>	Washington, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	1475576 TM
<b>NAME OF SUBMITTER:</b>	Jonathan R. Larson
<b>SIGNATURE:</b>	/Jonathan R. Larson/
<b>DATE SIGNED:</b>	09/15/2021
<b>Total Attachments: 9</b> source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page3.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page4.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page5.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page6.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page7.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page8.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page9.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page10.tif source=NYO1-#2001887534-v1 Denali - Trademark Security Agreement [Executed]#page11.tif	

## **Trademark Security Agreement**

TRADEMARK SECURITY AGREEMENT dated as of September 15, 2021, (this “**Agreement**”), among Summit Fire & Security LLC (f/k/a A-1 National Fire Co. LLC), ABC Fire Extinguisher Co., Inc., a Nevada corporation, Republic Fire Protection, Inc., a Delaware corporation, and FRM&L, LLC, a Delaware limited liability company, (each a “**Grantor**” and collectively, the “**Grantors**”) and Owl Rock Capital Corporation, as Collateral Agent.

WHEREAS, Denali BuyerCo LLC, a Delaware limited liability company (the “**Borrower**”), Denali MidCo LLC, a Delaware limited liability company (“**Holdings**”), the Lenders party thereto, Owl Rock Capital Corporation, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), Collateral Agent and LC Issuer, and the other parties from time to time party thereto have entered into the Credit Agreement dated as of September 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the LC Issuer has agreed to issue Letters of Credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of September 15, 2021, among the Borrower, Holdings, the other Subsidiary Parties named therein and Owl Rock Capital Corporation, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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 Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now

existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Facsimile transmission or electronic transmission (e.g., “.pdf” or “.tif”) of an executed signature page to this Agreement shall be effective as delivery of a manually executed counterpart hereof. The words “execute”, “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and

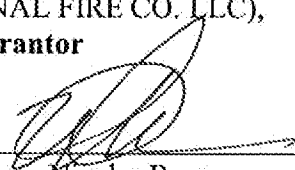
National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Remainder of this page intentionally left blank]

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

SUMMIT FIRE & SECURITY LLC (F/K/A A-1  
NATIONAL FIRE CO. LLC),  
as the Grantor

By: \_\_\_\_\_

  
Name: Nicolas Brown

Title: President

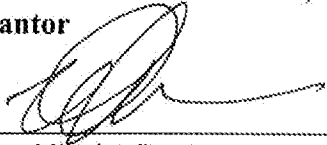
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007422 FRAME: 0922**

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

ABC FIRE EXTINGUISHER CO., INC.,  
as the Grantor

By: \_\_\_\_\_

  
Name: Nicolas Brown

Title: President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007422 FRAME: 0923**

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

REPUBLIC FIRE PROTECTION, INC.,  
as the Grantor

By: 

\_\_\_\_\_  
Name: Nicolas Brown

Title: President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007422 FRAME: 0924**



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

FRM&L, LLC,  
as the Grantor

By: \_\_\_\_\_



Name: Nicolas Brown

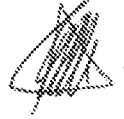
Title: President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007422 FRAME: 0925**

**ACCEPTED AND ACKNOWLEDGED BY:**

**OWL ROCK CAPITAL CORPORATION,**  
as Collateral Agent



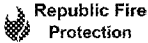

By: \_\_\_\_\_

Name: Alexis Maged

Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg No / App No.
MAC SYSTEMS	United States	Summit Fire & Security LLC <sup>1</sup>	4640063
MAC NET WIRELESS MONITORING	United States	Summit Fire & Security LLC <sup>2</sup>	4906943
A B C A BROWN CO. A ·B·C FIRE AND CYLINDER SERVICE	United States	ABC Fire Extinguisher Co., Inc.	4114340
REPUBLIC FIRE PROTECTION & Red Flame Design 	United States	Republic Fire Protection, Inc.	6094249
(Design Only) 	United States	FRM&L, LLC	5240192

<sup>1</sup> A-1 National Fire Co. LLC dba Summit Companies is the owner of this trademark. A-1 National Fire Co. LLC changed its name to Summit Fire & Security LLC.

<sup>2</sup> A-1 National Fire Co. LLC dba Summit Companies is the owner of this trademark. A-1 National Fire Co. LLC changed its name to Summit Fire & Security LLC.