

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684527

<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>
Keystone Fire Protection, Co.		10/29/2021	Corporation: PENNSYLVANIA
KPI Holdings, Inc.		10/29/2021	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING Capital LLC		
<b>Street Address:</b>	1133 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3742053	KEYSTONE FIRE PROTECTION CO. ENGINEEREDF	
<b>Registration Number:</b>	4897141	TAG! WE'RE IT. KEYSTONE FIRE PROTECTION	
<b>Registration Number:</b>	6399504	KEYSTONE FIRE PROTECTION CO ENGINEERED F	
<b>Registration Number:</b>	5549885	MARCO PROTECTION SYSTEMS, LLC	
<b>Registration Number:</b>	5549882	MARCO PROTECTION SYSTEMS, LLC	
<b>Registration Number:</b>	5540876		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	59941.515002		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		

OP \$165.00 3742053

<b>DATE SIGNED:</b>	10/29/2021
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**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of October 29, 2021 by Keystone Fire Protection, Co., a Pennsylvania corporation and KPI Holdings, Inc., a Pennsylvania corporation (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of ING Capital LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, each Grantor is party to a Security Agreement dated as of November 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor 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, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (in and a continuing Lien on, all right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets) of each Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of each Grantor, including those listed on Schedule I attached hereto and all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; provided that, in no event shall any security interest be granted in any “intent-to-use” trademark application filed in the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and solely during the period, if any, that granting a security interest in such trademark application prior to such filing would impair the enforceability or validity of such trademark application or any registration that issues therefrom under applicable federal law;

(b) all income, fees, royalties, damages and payments then or thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and

(c) all rights to sue for past, present or future infringements thereof.

SECTION 3. The 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 each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under 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.


SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

Keystone Fire Protection Co., as Grantor

By:   
Name: Jason Briskman  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007477 FRAME: 0132**

KPI Holdings, Inc., as Grantor

By:   
Name: Jason Brinkman  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]



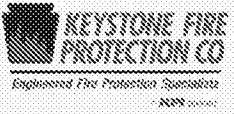
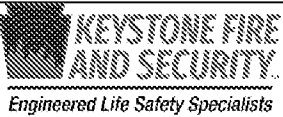


**TRADEMARK**  
**REEL: 007477 FRAME: 0133**

ING CAPITAL LLC,  
as Collateral Agent

By: Michael Kim  
Name: Michael Kim  
Title: Director


By: Naresh Purohit  
Name: Naresh Purohit  
Title: Director

**Schedule I**  
**Trademark Registrations and Applications**

<b>Mark</b>	<b>Registration or Serial Number</b>	<b>Status/Date</b>	<b>Owner</b>
	Reg. No. 3742053	Registered 1/26/2010	KPI Holdings, Inc.
	Reg. No. 4897141	Registered 2/9/2016	KPI Holdings, Inc.
	Reg. No. 6399504	Registered 6/29/2021	KPI Holdings, Inc.
	Serial No. 90531967	Pending ITU Filing Date: 2/17/2021	KPI Holdings, Inc.
	Serial No. 90532002	Pending ITU Filing Date: 2/17/2021	KPI Holdings, Inc.
	Reg. No. 5549885	Registered 8/28/2018	Keystone Fire Protection Co. (f/k/a Marco Protection Systems, LLC) <sup>1</sup>
<b>MARCO PROTECTION SYSTEMS, LLC</b>	Reg. No. 5549882	Registered 8/28/2018	Keystone Fire Protection Co. (f/k/a

<sup>1</sup> Trademark is in the name of Marco Protection Systems, LLC, which merged with and into Keystone Fire Protection Co. on 6/1/2021, with Keystone Fire Protection Co. as the surviving entity.



			Marco Protection Systems, LLC) <sup>2</sup>
	Reg. No. 5540876	Registered 8/14/2018	Keystone Fire Protection Co. (f/k/a Marco Protection Systems, LLC) <sup>3</sup>

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<sup>2</sup> Trademark is in the name of Marco Protection Systems, LLC, which merged with and into Keystone Fire Protection Co. on 6/1/2021, with Keystone Fire Protection Co. as the surviving entity.

<sup>3</sup> Trademark is in the name of Marco Protection Systems, LLC, which merged with and into Keystone Fire Protection Co. on 6/1/2021, with Keystone Fire Protection Co. as the surviving entity.