

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687177

<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>
MUNICIPAL EMERGENCY SERVICES, INC.		10/01/2021	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VARAGON CAPITAL PARTNERS AGENT, LLC		
<b>Street Address:</b>	299 Park Avenue, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5179472	REVOLVEAIR	
<b>Registration Number:</b>	5207607	REVOLVEAIR CONNECT	
<b>Registration Number:</b>	4154880	SMART FILL	
<b>Registration Number:</b>	4711653	SIGNATURE ONLINE STORES	
<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>	17044933657		
<b>Email:</b>	mmcgill@kslaw.com		
<b>Correspondent Name:</b>	Maggie McGill		
<b>Address Line 1:</b>	300 S. Tryon, Ste 2700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	22582.515078		
<b>NAME OF SUBMITTER:</b>	Maggie McGill		
<b>SIGNATURE:</b>	/Maggie McGill/		
<b>DATE SIGNED:</b>	11/10/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of October 1, 2021, (the "Trademark Security Agreement") by MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation ("Grantor"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MES I ACQUISITION INC., a Delaware corporation ("Holdings"), MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation (the "Borrower"), the other Guarantors party thereto from time to time and VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent, and each lender from time to time party thereto (collectively, the "Lenders").

WHEREAS, Grantor is party to a Security Agreement dated as of October 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which

Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Administrative 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor: Trademarks of Grantor listed on Schedule I attached hereto.

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 Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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 Administrative Agent shall otherwise determine.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to 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

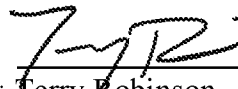
any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

**MUNICIPAL EMERGENCY SERVICES, INC.**

By:   
\_\_\_\_\_  
Name: Peter W. Calamari  
Title: Vice President

**VARAGON CAPITAL PARTNERS AGENT,  
LLC, as Administrative Agent**

By:   
Name: Terry Robinson  
Title: Managing Director

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

**Registrations:**

<b>Trademarks</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>
REVOLVEAIR	86/973719	4/13/2016	5179472	4/11/2017	Municipal Emergency Services, Inc.
REVOLVEAIR CONNECT	86/972115	4/12/2016	5207607	5/23/2017	Municipal Emergency Services, Inc.
SMART FILL	85/170391	11/5/2010	4154880	6/5/2012	Municipal Emergency Services, Inc.
SIGNATURE ONLINE STORES	86355559	8/1/2014	4711653	3/31/2015	Municipal Emergency Services, Inc.

**Use Applications:**

None.