

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARRIER HOLDINGS CORP.		11/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GarMark SBIC Advisors II LLC		
Street Address:	One Landmark Square		
Internal Address:	6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97001173	BARRIER COMPLIANCE SERVICES	
Serial Number:	97001179	BARRIER TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	11/12/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 12, 2021, is made by BARRIER HOLDINGS CORP., a Delaware corporation ("Grantor"), in favor of GarMark SBIC Advisors II LLC, a Delaware limited liability company, as agent for the Purchasers from time to time a party to the Note Purchase Agreement as defined below (together with its successors and/or assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), by and among the Company, as an initial Issuer (in such capacity, prior to the Issuer Assumption, the "Initial Issuer") of Notes thereunder, BARRIER TECHNOLOGIES, LLC, a Kansas limited liability company ("Barrier Tech") and BARRIER COMPLIANCE SERVICES LLC, a Kansas limited liability company ("Barrier Compliance"), as further initial Issuers of Notes thereunder, PREVENT LIFE SAFETY SERVICES, INC., a California corporation ("Prevent"), PENCON, INC., a California corporation ("Pencon"), COHAN COMPANY, an Arizona corporation ("Cohan"); the Initial Issuer, Barrier Tech, and Barrier Compliance, prior to the Issuer Assumption, and Barrier Tech, Barrier Compliance, Prevent, Pencon, and Cohan, after giving effect to the Issuer Assumption, in each case together with each other Person who from time to time becomes an Issuer hereunder, collectively, the "Issuers", and each, individually, an "Issuer"), the Company, after giving effect to the Issuer Assumption, as a Guarantor, the other Guarantors from time to time party thereto, the purchasers from time to time party thereto (the "Purchasers"), and Agent, the Purchasers have agreed to purchase the Notes issued by the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the Obligations of the Note Parties; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, Grantor hereby agrees with Agent, on behalf of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to Agent, on behalf of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to the Trademarks, including without limitation, the Trademarks set forth on Schedule I attached hereto, and all proceeds and products thereof (the "Trademark Collateral").

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or reasonably desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder, in accordance with the terms of the Security Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to conflict of law principles thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law)).

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, from and after the ABL Effective Date, the Lien and security interest granted to Agent, on behalf of the Secured Parties, pursuant to this Agreement and the exercise of certain rights or remedies by Agent hereunder shall be subject to the provisions of the Intercreditor Agreement. With respect to such matters, in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

BARRIER HOLDINGS CORP., as a Grantor

By: 

Name: Kirk A. Kaiser

Title: Principal

[Signature Page to Trademark Security Agreement - Barrier]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GARMARK SBIC ADVISORS II LLC, as Agent

By: 

Name: Steven C. Pickhardt

Title: Managing Partner

[Signature Page to Trademark Security Agreement - Barrier]

TRADEMARK
REEL: 007493 FRAME: 0090

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Owned/Licensed</u>
Barrier Compliance Services	Barrier Holdings Corp.	8/30/21	Active	97001173	Owned
Barrier Technologies	Barrier Holdings Corp.	8/30/21	Active	97001179	Owned