

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fire & Life Safety America, Inc.		11/15/2021	Corporation: VIRGINIA
Integrated Fire Protection, LLC		11/15/2021	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5231639	FIRE & LIFE SAFETY AMERICA
Registration Number:	2174259	AFFORDABLE FIRE PROTECTION
Registration Number:	3904841	FLSA
Registration Number:	3904973	FLSA FIRE AND LIFE SAFETY AMERICA PROTEC
Registration Number:	3282036	
Registration Number:	3451881	INTEGRATED FIRE PROTECTION
Registration Number:	3451521	THE LIFE SAFETY PROFESSIONALS

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

OP \$190.00 5231639

ATTORNEY DOCKET NUMBER:	1524212
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	11/16/2021

Total Attachments: 6

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of November 15, 2021 (this “**Agreement**”), among Fire & Life Safety America, Inc., a Virginia corporation and Integrated Fire Protection, LLC, a Georgia 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.

FIRE & LIFE SAFETY AMERICA, INC.,
as a Grantor

By: 

Name: Nicolas Brown
Title: Vice President

INTEGRATED FIRE PROTECTION, LLC,
as a Grantor

By: 

Name: Nicolas Brown
Title: Vice President

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Adam Forchheimer
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007495 FRAME: 0707

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. App. No.
FIRE & LIFE SAFETY AMERICA	USA	Fire & Life Safety America, Inc.	5231639
AFFORDABLE FIRE PROTECTION	USA	Fire & Life Safety America, Inc.	2174259
FLSA	USA	Fire & Life Safety America, Inc.	3904841
FLSA FIRE AND LIFE SAFETY AMERICA PROTECTING AMERICA (Design)	USA	Fire & Life Safety America, Inc.	3904973
DESIGN ONLY	USA	Integrated Fire Protection, LLC	3282036
INTEGRATED FIRE PROTECTION	USA	Integrated Fire Protection, LLC	3451881
THE LIFE SAFETY PROFESSIONALS	USA	Integrated Fire Protection, LLC	3451521