

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invicti Security Corp.		11/16/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6472364	INVICTI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		
ATTORNEY DOCKET NUMBER:	1525766		
NAME OF SUBMITTER:	Margot Tolley		
SIGNATURE:	/Margot Tolley/		
DATE SIGNED:	11/18/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2021, made by Invicti Security Corp., a Florida corporation (the “Grantor”), in favor of ANTARES CAPITAL LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of November 16, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among INVICTI INTERMEDIATE 1, LLC, a Delaware limited liability company (“Borrower”), INVICTI INTERMEDIATE 2, LLC, a Delaware limited liability company (“Holdings”), each Lender from time to time party thereto and ANTARES CAPITAL LP, as collateral agent for the benefit of the Secured Parties (together with its successors and permitted assigns, the “Collateral Agent”), and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of November 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. 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 the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as

delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means. Section 10.12 of the Credit Agreement is incorporated herein as if set forth herein. This Trademark Security Agreement shall be construed as a separate agreement with respect to the Grantor and may be amended, restated, amended and restated, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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

INVICTI SECURITY CORP.,
as Grantor

By: 

Name: Josef Calleja

Title: Chief Financial Officer, Secretary and
Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

Joshua Becker

By: _____
Name: Joshua Becker
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trade Mark	Country/Region	Owner	Expiry	Registration no.
INVICTI	USA	Invicti Security Corp.	December 15, 2030	6472364