

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691000

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Acknowledgment of Security Interest in Intellectual Property |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|--|
| GA Business Purchaser LLC | | 11/23/2021 | Limited Liability Company: DELAWARE |
| GA Cayman Holdco LLC | | 11/23/2021 | Limited Liability Company: D.C. |
| GA Real Estate Purchaser LLC | | 11/23/2021 | Limited Liability Company: DELAWARE |
| Guardian Medical Monitoring, LLC | | 11/23/2021 | Limited Liability Company: MICHIGAN |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | PNC Bank, National Association |
| Street Address: | 500 First Avenue |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 1872962 | AIRLINK |
| Registration Number: | 5367750 | GOOD HEALTH GUARDIAN MEDICAL MONITORINGS |
| Registration Number: | 1915441 | PROTECTED BY GUARDIAN BURGLAR ALARM 1-80 |
| Registration Number: | 5518171 | GUARDIAN ALARM SINCE 1930 |
| Registration Number: | 5430977 | PROTECTED BY GUARDIAN BURGLAR ALARM SINC |
| Registration Number: | 2971337 | VIRTUALLY THERE CARE |

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 4125621637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 501 Grant Street

Address Line 2: Suite 200

TRADEMARK

| | |
|---|--------------------------------|
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15219 |
| ATTORNEY DOCKET NUMBER: | 0011046-800306 |
| NAME OF SUBMITTER: | Michael L. Dever |
| SIGNATURE: | /Michael L. Dever/ |
| DATE SIGNED: | 11/29/2021 |
| Total Attachments: 7 source=pnc-ga business partner security agreement 11.23.21#page1.tif source=pnc-ga business partner security agreement 11.23.21#page2.tif source=pnc-ga business partner security agreement 11.23.21#page3.tif source=pnc-ga business partner security agreement 11.23.21#page4.tif source=pnc-ga business partner security agreement 11.23.21#page5.tif source=pnc-ga business partner security agreement 11.23.21#page6.tif source=pnc-ga business partner security agreement 11.23.21#page7.tif | |

ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS **ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL** (this "Agreement"), dated as of November 23, 2021, is made by each of the undersigned parties listed as pledgors on the signature pages hereto and each of the other persons and entities that become bound hereby from time to time by joinder, assumption, or otherwise (each a "Pledgor" and collectively, "Pledgors"), PNC BANK, NATIONAL ASSOCIATION, as administrative agent for Lenders (in such capacity, with its successors and assigns, "Agent") under the Loan Agreement (as defined below).

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, among Pledgors, the other Loan Parties party thereto, Agent, Lenders, and any other Persons that become a Loan Party thereto from time to time (as the same now exists or may hereafter be amended, restated, amended and restated, supplemented and/or modified from time to time through the date hereof, the "Loan Agreement"), Agent and Lenders have made Loans to Borrower, and each Pledgor has agreed, among other things, to grant a security interest to Agent in certain patents, trademarks, copyrights and other property as security for the Obligations as more fully described in the Loan Agreement.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC. The rules of construction set forth in Sections 1.1 and 13.6 of the Loan Agreement shall apply to this Agreement.

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to all of its Patents, Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any intellectual property rights relating thereto) and Trademarks (excluding any intent-to-use Trademark applications for which an amendment to allege use or a statement of use has not been filed and accepted with the United States Patent and Trademark Office), whether now owned or hereafter acquired by each Pledgor, as set forth on Schedule A, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of all Obligations, each Pledgor hereby grants, and conveys a security interest to Agent for the benefit of Lenders a valid and continuing security interest in and Lien upon, and pledges to Agent for the benefit of Lenders, all of its right, title and interest in, to and upon all of its Patents, Trademarks and Copyrights.

3. Each of the obligations of each Pledgor under this Agreement is joint and several. Agent and Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by Agent and Lenders, or any of them, shall not be a defense to any action Agent and Lenders, or any of them, may elect to take against any Pledgor. Each of Lenders and Agent hereby reserve all right against each Pledgor.

4. Each Pledgor and Agent agree to supplement this Agreement by preparing and filing a supplemental Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

5. Upon Payment in Full, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments, releases and other instruments as may be necessary or proper to re-vest in Pledgors full title to the Patents, Trademarks and Copyrights.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7. This Agreement may be executed in one or more counterparts (which taken together, as applicable, shall constitute one and the same instrument) and by facsimile transmission, which facsimile signatures shall be considered original executed counterparts. Each party to this Agreement agrees that its own facsimile signature will bind it and that it accepts the facsimile signature of each other party.

8. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Pledgor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in this Agreement made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.


[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY]**


IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized,
have executed and delivered this Agreement as of the day and year first above set forth.

PLEDGORS:

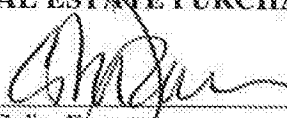
GA BUSINESS PURCHASER LLC

By: 
Name: Colin Farmer
Title: Vice President

GA CAYMAN HOLDCO LLC


By: 
Name: Colin Farmer
Title: Vice President

GA REAL ESTATE PURCHASER LLC

By: 
Name: Colin Farmer
Title: Vice President

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY]

GUARDIAN MEDICAL MONITORING, LLC

By: 
Name: Colin Farmer
Title: President

Address for Notices:

Guardian Alarms
c/o Michael Zuehlke
20800 Southfield Road
Southfield, MI 48075
Telephone: (248) 233-1305
Email: mzuehlke@guardianalarm.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

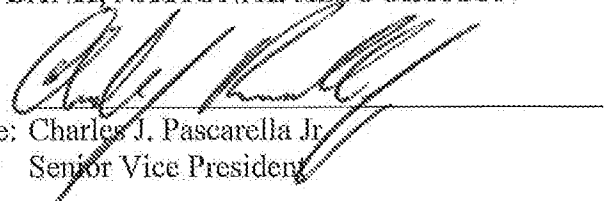
AGENT:

PNC BANK, NATIONAL ASSOCIATION

By:

Name: Charles J. Pascarella Jr.

Title: Senior Vice President

A handwritten signature in black ink, appearing to read "Charles J. Pascarella Jr.", is written over a horizontal line. The signature is stylized and somewhat cursive.

SCHEDULE A

TO

ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

(a) *Patents*

None.

(b) *Copyrights*

None.

(c) *Trademarks*

| Mark | Loan Party | App. No. (App. Date) | Reg. No. (Reg. Date) | Jurisdiction |
|--|----------------------------|-----------------------------|-----------------------------|---------------------|
| AIRLINK | GA Business Purchaser LLC | 0750240 (22-Mar-1994) | TMA457747 (24-May-1996) | Canada |
| AIRLINK | GA Business Purchaser LLC | 74455032 (08-Nov-1993) | 1872962 (10-Jan-1995) | USA |
| GOOD HEALTH GUARDIAN MEDICAL MONITORING SINCE 1930 1-877-HELP-CALL | GA Medical Monitoring, LLC | 87238479 (16-Nov-2016) | 5367750 (02-Jan-2008) | USA |
| PROTECTED BY GUARDIAN BURGLAR ALARM 1-800-STAY- OUT | GA Business Purchaser LLC | 74455135 (08-Nov-1993) | 1915441 (29-Aug-1995) | USA |
| PROTECTED BY GUARDIAN BURGLAR ALARM 1-800-STAY- OUT | GA Business Purchaser LLC | 0750241 (22-Mar-1994) | TMA444708 (30-Jun-1995) | Canada |
| GUARDIAN ALARM SINCE 1930 | GA Business Purchaser LLC | 87701679 (29-Nov-2017) | 5518171 (17-Jul-2018) | USA |
| PROTECTED BY GUARDIAN BURGLAR ALARM SINCE 1930 1- 800-STAY OUT | GA Business Purchaser LLC | 87238485 (16-Nov-2016) | 5430977 (27-Mar-2018) | USA |

| Mark | Loan Party | App. No. (App. Date) | Reg. No. (Reg. Date) | Jurisdiction |
|--|----------------------------------|------------------------|-----------------------|--------------|
| VIRTUALLY THERE CARE | Guardian Medical Monitoring, LLC | 76389235 (01-Apr-2002) | 2971337 (19-Jul-2005) | USA |
| CERTIFIED ALARM & SIGNAL COMPANY | GA Business Purchaser LLC | - | SM1439 (05-Nov-1971) | Ohio |
| GUARDIAN INTEGRATED SECURITY SOLUTIONS | GA Business Purchaser LLC | - | 124833 (9-Jan-1970) | Michigan |
| GUARDIAN INTEGRATED SECURITY SOLUTIONS | GA Business Purchaser LLC | - | B63518 (27-Dec-1999) | Michigan |
| 1-800-STAYOUT ALARM COMPANY | GA Business Purchaser LLC | - | 124833 (17-Oct-1995) | Michigan |
| GUARDIAN AIRLINK | GA Business Purchaser LLC | - | 124833 (5-Sept-1990) | Michigan |
| RESIDENTIAL SECURITY SYSTEMS | GA Business Purchaser LLC | - | 124833 (3-Dec-1990) | Michigan |
| MICHIGAN BURGLAR ALARM CO. | GA Business Purchaser LLC | - | 124833 (26-Jul-1995) | Michigan |
| PURITAN MEDIA | GA Business Purchaser LLC | - | 124833 (4-Feb-1994) | Michigan |
| INTERSTATE ALARM SYSTEMS | GA Business Purchaser LLC | - | 124833 (31-Mar-1988) | Michigan |