

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MATSON ALARM CO., INC.		12/02/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	70 W. MADISON		
Internal Address:	SUITE 200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4220190	MATSON ALARM	
Registration Number:	4117148	MATSON ALARM	
CORRESPONDENCE DATA			
Fax Number:	9737364600		
<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:	9737364600		
Email:	hgladstone@lawfirm.ms		
Correspondent Name:	Holly Gladstone, Esq.		
Address Line 1:	3 BECKER FARM ROAD		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
NAME OF SUBMITTER:	Holly Gladstone, Esq.		
SIGNATURE:	/HOLLY GLADSTONE/		
DATE SIGNED:	12/03/2021		
Total Attachments: 5			
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OP \$65.00 4220190

ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Agreement”), dated as of December 2, 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”) and CIBC BANK USA (the “Lender”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, among Pledgors, the other Loan Parties party thereto, Lender, 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”), Lender has made Loans to the Borrowers, and each Pledgor has agreed, among other things, to grant a security interest to Lender 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 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 Lender a valid and continuing security interest in and Lien upon, and pledges to Lender, 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. Lender may in its 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 Lender shall not be a

defense to any action Lender may elect to take against any Pledgor. Lender hereby reserves all rights against each Pledgor.

4. Each Pledgor and Lender 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 indefeasible payment in full of the Obligations, this Agreement shall terminate and Lender 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 Illinois.

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 or other electronic transmission, which facsimile signatures shall be considered original executed counterparts. Each party to this Agreement agrees that its own facsimile or other electronic signature will bind it and that it accepts the facsimile or other electronic 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 Lender pursuant to the Loan Agreement and each Pledgor hereby acknowledges and agrees that the rights and remedies of the Lender 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, each of the undersigned, by its duly authorized officer, have executed and delivered this Agreement as of the day and year first above set forth.

PLEDGOR(S):

MATSON ALARM CO., INC.

By: _____
Name: Larry E. Matson
Title: President



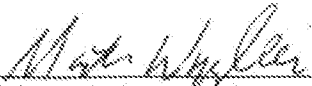
Address for Notices:

MATSON ALARM CO., INC.
581 West Fallbrook Avenue
Fresno, California 93711
Attention: Larry Matson
Telephone: 559-438-8000
Email: larry@matsonalarm.com

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

LENDER:

CIBC BANK USA

By: 

Name: Martin Wierzbicki

Title: Associate Managing Director

TRADEMARK

REEL: 007517 FRAME: 0017

SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

WORD MARK	REG. NUMBER	DATE OF REGISTRATION
Matson Alarm Logo	4,220,190	10/9/2012
Matson Alarm	4,117,148	3/27/2012