

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM702278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF IP SECURITY AGREEMENTS & SECURITY INTERESTS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ING Capital LLC		01/14/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CRESCENT AGENCY SERVICES LLC
<b>Street Address:</b>	11100 Santa Monica Boulevard, Suite 2000
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90025
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	3530461	MITEC
<b>Registration Number:</b>	6399504	KEYSTONE FIRE PROTECTION CO ENGINEERED F
<b>Registration Number:</b>	4897141	TAG! WE'RE IT. KEYSTONE FIRE PROTECTION
<b>Registration Number:</b>	3742053	KEYSTONE FIRE PROTECTION CO. ENGINEEREDF
<b>Registration Number:</b>	5549885	MARCO PROTECTION SYSTEMS, LLC
<b>Registration Number:</b>	5540876	
<b>Registration Number:</b>	5549882	MARCO PROTECTION SYSTEMS, LLC
<b>Serial Number:</b>	90532002	TAG! WE'RE IT. KEYSTONE FIRE AND SECURIT
<b>Serial Number:</b>	90531967	KEYSTONE FIRE AND SECURITY ENGINEERED LI

## CORRESPONDENCE DATA

Fax Number: 2122919868

*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: (212) 558-4229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan &amp; Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

TRADEMARK

REEL: 007560 FRAME: 0127

<b>ATTORNEY DOCKET NUMBER:</b>	021692.00026
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/
<b>DATE SIGNED:</b>	01/14/2022

**Total Attachments: 5**

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ASSIGNMENT OF IP SECURITY AGREEMENTS & SECURITY INTERESTS

This ASSIGNMENT OF IP SECURITY AGREEMENTS & SECURITY INTERESTS (this “Assignment”), dated as of January 14, 2022, (the “Effective Date”) is made by ING Capital LLC (the “Assignor”) and Crescent Agency Services LLC (“Assignee”). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

WHEREAS, Keystone Fire Protection, Co., Pye-Barker Fire & Safety, LLC, Mitec Controls, Inc. and KPI Holdings, Inc. (each a “Grantor” and collectively the “Grantors”) is party to a Security Agreement dated as of November 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), originally in favor of the Assignor, pursuant to which each Grantor, as applicable, executed the IP Security Agreements referenced below;

WHEREAS, pursuant to the Security Agreement, Grantors granted to the Assignor a continuing security interest in and lien upon all Collateral constituting intellectual property, including, without limitation, Copyrights, exclusive Copyright Licenses, Trademarks (other than Excluded Assets), and certain rights associated therewith, and including, without limitation, the Copyright and Trademark registrations and applications set forth on Schedule A attached hereto and all goodwill associated therewith, together with all income, fees, royalties, damages and payments then and thereafter due or payable to any Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, and all rights to sue for past, present or future infringement thereof (collectively, the “Secured IP”);

WHEREAS, in conjunction with the Security Agreement, the Grantors entered into certain intellectual property security agreements (collectively, the “IP Security Agreements”):

1. Pye-Barker Fire & Safety, LLC executed a copyright security agreement in favor of Assignor that was recorded with the United States Copyright Office on December 4, 2019 at Document Number V9975D422;
2. Mitec Controls, Inc. executed a trademark security agreement in favor of Assignor that was recorded on December 1, 2020 with the United States Patent and Trademark Office (the “USPTO”) at Reel 007119, Frame 0082; and
3. Keystone Fire Protection, Co. and KPI Holdings, Inc. executed a trademark security agreement in favor of Assignor that was recorded on October 29, 2021 with the USPTO at Reel 007477, Frame 0128; and

WHEREAS, pursuant to that certain Amendment No. 7 and Successor Agent Agreement, dated January 14, 2022 (the “Successor Agreement”), Assignor has assigned to Assignee, among other things, all of the liens and security interests granted under the Security Agreement and the IP Security Agreements, including Assignor’s rights in the Secured IP.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereto agree as follows:

1. Assignment. Effective as of the Effective Date, the Assignor hereby irrevocably sells, transfers and assigns to the Assignee, and the Assignee hereby irrevocably purchases, receives and assumes from the Assignor, all of Assignor’s right, title, and interest in the IP Security Agreements, together with all rights and security interests granted to

*Execution Version*

Assignor under the Security Agreement and IP Security Agreements, including, without limitation, all of Assignor's security interest and any associated rights in and to the Secured IP.

2. Recordation. Assignor authorizes and requests that the Register of Copyrights, and the Commissioner for Trademarks record this Assignment.
3. No Representations or Warranties. The parties acknowledge that all representations and warranties between the parties are set forth in the Successor Agreement and other agreements contemplated thereunder, and that no separate representations or warranties are provided under this Assignment.
4. Counterparts. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment.
5. Severability. If any provision of this Assignment is or becomes invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions shall not be affected or impaired in any way.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles thereof.

*[signature page follows]*

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Assignment of IP Security Agreements & Security Interests as of the dates written below.

**ASSIGNOR:**

ING CAPITAL LLC  
Assignor

By: Michael Kim

Name: Michael Kim

Title: Director

Date: January 12, 2022



By: \_\_\_\_\_

Name: Ian B. Wong

Title: Director

Date: January 12, 2022

**ASSIGNEE:**

CRESCENT AGENCY SERVICES LLC  
Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Assignment of IP Security Agreements & Security Interests as of the dates written below.

**ASSIGNOR:**

ING CAPITAL LLC  
Assignor

By: \_\_\_\_\_

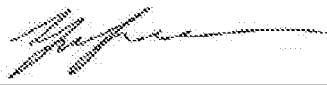
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE:**

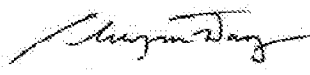
CRESCENT AGENCY SERVICES LLC  
Assignee

By:  \_\_\_\_\_

Name: Yev Kuznetsov

Title: Managing Director

Date: 1/11/2022

By:  \_\_\_\_\_

Name: Christopher Wang

Title: Managing Director

Date: 1/11/2022

SCHEDULE A

1. Owned Registered Intellectual Property

A. Trademarks

Trademark	Appl. No.	Reg. No.	Record Owner
MITEC	77429605	3530461	Mitec Controls, Inc.
KEYSTONE FIRE PROTECTION CO ENGINEERED FIRE PROTECTION SPECIALISTS A KPI COMPANY	88770595	6399504	KPI Holdings, Inc.
TAG! WE'RE IT. KEYSTONE FIRE PROTECTION CO. ENGINEERED FIRE PROTECTION SPECIALISTS INSTALLATIONS INSPECTIONS 24-HR. EMERGENCY SERVICE (888) 641-0100 WWW.KEYSTONEFIRE.COM VOID 1 YEAR FROM MO PUNCHED SYSTEMS & MOS SERVICED NEW RECHARGED JAN FEB MAR APRIL MAY JUNE JULY AUG SEPT OCT NOV DEC	86394858	4897141	KPI Holdings, Inc.
KEYSTONE FIRE PROTECTION CO. ENGINEERED FIRE PROTECTION SPECIALISTS	77746348	3742053	KPI Holdings, Inc.
MARCO PROTECTION SYSTEMS, LLC	87755175	5549885	Keystone Fire Protection, Co.
Design	87755148	5540876	Keystone Fire Protection, Co.
MARCO PROTECTION SYSTEMS, LLC	87755125	5549882	Keystone Fire Protection, Co.
TAG! WE'RE IT. KEYSTONE FIRE AND SECURITY ENGINEERED LIFE SAFETY SPECIALISTS INSTALLATIONS INSPECTIONS 24-HR. EMERGENCY SERVICE (888) 641-0100 WWW.KEYSTONEFIRE.COM VOID 1 YEAR FROM MO PUNCHED SYSTEMS 6 MOS SERVICED NEW RECHARGED JAN FEB MAR APRIL MAY JUNE JULY AUG SEPT OCT NOV DEC	90532002	NA	KPI Holdings, Inc.
KEYSTONE FIRE AND SECURITY ENGINEERED LIFE SAFETY SPECIALISTS	90531967	NA	KPI Holdings, Inc.

B. Copyrights

Record Owner	Registration No.	Registration or Application Date
Pye-Barker Fire Protection, Ltd. (former DBA of Pye-Barker Fire & Safety, LLC)	CSN0102041	1993