

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commercial Fire Protection LLC		01/28/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4989194	FIRECLOUD	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,daniel.wiseman@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	02/01/2022		
Total Attachments: 5			
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OP \$40.00 4989194

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2022, is made by COMMERCIAL FIRE PROTECTION, LLC, a California limited liability company (the “Grantor”), in favor of ALLY BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 2, 2021 (as amended by that certain First Amendment to Credit Agreement, dated as of December 30, 2021, and as the same may be further amended, restated, amended and restated, supplemented or modified from time to time, the “Credit Agreement”), among the Grantor (together with each other Person from time to time party to the Credit Agreement as a “Borrower”, collectively, the “Borrowers”), HV MIDCO, LLC, a Delaware limited liability company (“Holdings”), the other persons party thereto as Credit Parties, the Lenders, the L/C Issuers from time to time party thereto, the Collateral Agent and Ally Bank, as administrative agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement, dated as of August 2, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), by and among the Grantors, the other Persons from time to time party thereto as “Grantors” and the Collateral Agent, each Grantor has granted to the Collateral Agent, for the benefit of itself and the other Secured Parties, a security interest in substantially all of its Collateral, including all right, title and interest of such Grantor in and to the Trademark Collateral (as hereinafter defined) now or hereafter owned by such Grantor to secure the payment of the Secured Obligations;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the Agents and the other Secured Parties to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, subject to its reasonable business judgment, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Assignment by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

Section 6. Governing Law. This Trademark Security Agreement and all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, construction, performance and enforcements (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest) shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]


IN WITNESS WHEREOF, each 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.

COMMERCIAL FIRE PROTECTION, LLC
as Grantor

By: Chris Gannon
Name: Chris Gannon
Title: President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK,
as Administrative Agent and Collateral Agent

By: 
Name: Jorge Sandoval
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>App. Ser. No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Jurisdiction</u>
Commercial Fire Protection, LLC	86340618	4989194	June 28, 2016	FIRECLOUD	U.S.