OP \$65.00 4835258

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM706792

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fire Protection Service Corporation		02/04/2022	Corporation: UTAH

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4835258	LINK INTERACTIVE
Registration Number:	4244401	MOUNTAIN ALARM

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 & Cromwell LLP

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

ATTORNEY DOCKET NUMBER:	021692.00026
NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	02/04/2022

Total Attachments: 5

source=Pye-Barker - Fire Protection - Trademark Security Agreement for Fire Protection Service Corporation (Executed)#page1.tif

source=Pye-Barker - Fire Protection - Trademark Security Agreement for Fire Protection Service Corporation (Executed)#page2.tif

source=Pye-Barker - Fire Protection - Trademark Security Agreement for Fire Protection Service Corporation (Executed)#page3.tif

source=Pye-Barker - Fire Protection - Trademark Security Agreement for Fire Protection Service Corporation (Executed)#page4.tif

source=Pye-Barker - Fire Protection - Trademark Security Agreement for Fire Protection Service Corporation (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 4, 2022 by Fire Protection Service Corporation, ("**Grantor**"), in favor of Crescent Agency Services LLC, in its capacity as successor collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantor 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") in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

- SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Guaranty, Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (in and a continuing Lien on, all right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets) of each Grantor:
- (a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of each Grantor, including those listed on Schedule I attached hereto and all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; provided that, in no event shall any security interest be granted in any "intent-to-use" trademark application filed in the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and solely during the period, if any, that granting a security interest in such trademark application prior to such filing would impair the enforceability or validity of such trademark application or any registration that issues therefrom under applicable federal law;
- (b) all income, fees, royalties, damages and payments then or thereafter due and/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
 - (c) all rights to sue for past, present or future infringements thereof.

SECTION 3. The 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 Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. <u>Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.</u>

- (a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.
- (b) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

US-DOCS\129514132.2

Fire Protection Service Corporation, as Granter

By:

Name: Michael Bailey // Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007627 FRAME: 0100

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

By:

Name: Yev Kuznetsov Title: Managing Director

Schedule I Trademark Registrations and Applications

Jurisdiction	Trademark	App. No.	Reg. No.	Status
United States	LINK INTERACTIVE	86517158	4835258	Registered
United States	MOUNTAIN ALARM	85404757	4244401	Registered
Wyoming, United States	MOUNTAIN ALARM		2018-000783007	Registered
Arizona, United States	COPPERSTATE FIRE PROTECTION		9036686	Registered
Arizona, United States	LINK INTERACTIVE		630058	Registered
Wyoming, United States	LINK INTERACTIVE		2015-000692912	Registered
Wisconsin, United States	LINK INTERACTIVE			Registered
North Dakota, United States	LINK INTERACTIVE		39210900	Registered

US-DOCS\129514132.2

RECORDED: 02/07/2022