

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRK Brands, Inc.		04/01/2022	Corporation: DELAWARE
Ademco Inc.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	CIB DMO WLO, Mail code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3361581	BRK	
Registration Number:	1133533	ESCAPE LIGHT	
Registration Number:	4482024	ATOM	
Registration Number:	1080882	FAMILY GARD	
Registration Number:	3120025	ONELINK	
Registration Number:	5886083	ONELINK	
Registration Number:	4099784	READY-SEAL	
Registration Number:	3314748	TUNDRA	
Registration Number:	2584552	THE PROTECTOR	
Registration Number:	2231680	CATLINK	
Registration Number:	2456133	AUDACIOUS SOUND CABLE	
Registration Number:	3344643	PROFUSION	
Registration Number:	3142606	COUNTDOWN	
Registration Number:	4622200	AIRBRIGHT	
Registration Number:	4899171	REACT	
Serial Number:	88711538	DP PRECISION DETECTION	
Serial Number:	90723607	CAPTURE	
Serial Number:	97097259	AVARRO	

OP \$465.00 3361581

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 2024547625**Email:** ipteam@cogencyglobal.com**Correspondent Name:** Julia Birgen**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1633057
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	04/01/2022

Total Attachments: 5

source=Resideo - First Alert - Trademark Security Agreement - Filing#page2.tif

source=Resideo - First Alert - Trademark Security Agreement - Filing#page3.tif

source=Resideo - First Alert - Trademark Security Agreement - Filing#page4.tif

source=Resideo - First Alert - Trademark Security Agreement - Filing#page5.tif

source=Resideo - First Alert - Trademark Security Agreement - Filing#page6.tif

TRADEMARK SECURITY AGREEMENT dated as of April 1, 2022 (this "Agreement"), between BRK Brands, Inc. and Ademco Inc. (the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of February 12, 2021 (as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of March 28, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Collateral Agreement dated as of February 12, 2021 (as supplemented by Supplement No. 1 to Amended and Restated Collateral Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended Collateral Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended Credit Agreement or the Amended Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Amended Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Amended Collateral Agreement, did and hereby does grant to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (including, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Amended Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the Amended Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Amended Collateral Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Amended Collateral Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Amended Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Amended Collateral Agreement, the terms of the Amended Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature

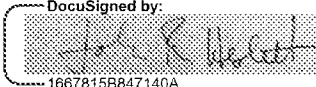
page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

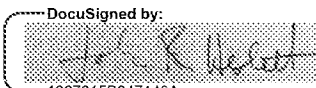
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BRK BRANDS, INC.,
as a Grantor

By: 
Name: John Heskett
Title: President and Treasurer

ADEMCO INC.,
as a Grantor

By: 
Name: John Heskett
Title: President and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007678 FRAME: 0486

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Gene Riego de Dios
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]