

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Hiller Companies, LLC		09/16/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC		
<b>Street Address:</b>	225 W. WASHINGTON STREET, 9TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6322736	HAVEN	
<b>Registration Number:</b>	6186831	HAVEN	
<b>Registration Number:</b>	4483701	HERBERT S. HILLER	
<b>Registration Number:</b>	4496976	HILLER NEW ENGLAND FIRE PROTECTION	
<b>Registration Number:</b>	4490398	HILLER OFFSHORE	
<b>Registration Number:</b>	4496977	HILLER SYSTEMS	
<b>Registration Number:</b>	4490399	HILLER	
<b>Registration Number:</b>	2219842	FIRE-SCOPE	
<b>Registration Number:</b>	1328086	FIRE-SCOPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Jason Finger		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		

CH \$240.00 6322736

<b>ATTORNEY DOCKET NUMBER:</b>	87065.002
<b>NAME OF SUBMITTER:</b>	Jason Finger
<b>SIGNATURE:</b>	/Jason Finger/
<b>DATE SIGNED:</b>	09/16/2022

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2022, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Alter Domus (US) LLC (in its individual capacity, “**Alter Domus**”) as the administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 16, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), by and among the Initial Borrower, the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Alter Domus, as Administrative Agent for the Secured Parties referred to therein, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which 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 and Administrative Agent 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 Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

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

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 of such Grantor, hereby pledges to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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.

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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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.

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

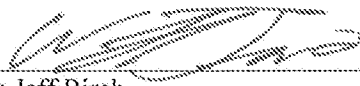
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

THE HILLER COMPANIES, LLC, as Grantor

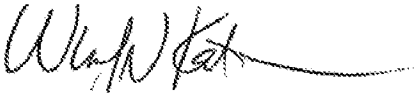
By:   
Name: Jeff Birch  
Title: CEO

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007848 FRAME: 0614**

ACCEPTED AND AGREED  
as of the date first above written:

ALTER DOMUS (US) LLC,  
as Administrative Agent

By:   
Name: Winnalynn N. Kantaris  
Title: Associate General Counsel

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007848 FRAME: 0615**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Date</b>
HAVEN	US	The Hiller Companies, LLC	6322736	4/13/2021
HAVEN	US	The Hiller Companies, LLC	6186831	10/27/2020
HERBERT S. HILLER	US	The Hiller Companies, LLC	4483701	2/18/2014
HILLER NEW ENGLAND FIRE PROTECTION	US	The Hiller Companies, LLC	4496976	3/18/2014
HILLER OFFSHORE	US	The Hiller Companies, LLC	4490398	3/4/2014
HILLER SYSTEMS	US	The Hiller Companies, LLC	4496977	3/18/2014
HILLER	US	The Hiller Companies, LLC	4490399	3/4/2014
FIRE-SCOPE	US	The Hiller Companies, LLC	2219842	1/26/1999
FIRE-SCOPE	US	The Hiller Companies, LLC	1328086	4/2/1985