

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757756

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADEMCO INC.		09/26/2022	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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5788548	F	
Registration Number:	1073510	FIRST ALERT	
Registration Number:	1584470	FIRST ALERT	
Registration Number:	1900433	FIRST ALERT	
Registration Number:	2427078	FIRST ALERT	
Registration Number:	3730888	FIRST ALERT	
Registration Number:	3730889	FIRST ALERT	
Registration Number:	3727797	FIRST ALERT	
Registration Number:	4122156	FIRST ALERT	
Registration Number:	3887275	FIRST ALERT	
Registration Number:	3901388	FIRST ALERT	
Registration Number:	4199071	FIRST ALERT	
Registration Number:	4320112	FIRST ALERT	
Registration Number:	4506815	FIRST ALERT	
Registration Number:	5050298	FIRST ALERT	
Registration Number:	4952275	FIRST ALERT	
Registration Number:	5004213	FIRST ALERT	
Registration Number:	5023341	FIRST ALERT	
Registration Number:	5788550	FIRST ALERT	

OP \$490.00 5788548

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
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:	1792844
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	09/27/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of September 26, 2022 (this "Agreement"), between Ademco Inc. (the "Grantor") 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 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, the 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 the 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 Grantor 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. The 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

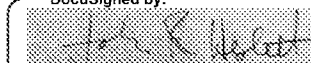
page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

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.

ADEMCO INC.,
as Grantor

DocuSigned by:

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By: _____

Name: John Heskett
Title: President and Treasurer

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

By 
Name: Gene Riego de Dios
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007855 FRAME: 0942

SCHEDULE I

Trademarks

	Trademark	Registration No.	Registration Date	Owner
1.	F	5788548	June 25, 2019	Ademco Inc.
2.	FIRST ALERT	1073510	September 20, 1977	Ademco Inc.
3.	FIRST ALERT	1584470	February 27, 1990	Ademco Inc.
4.	FIRST ALERT	1900433	June 20, 1995	Ademco Inc.
5.	FIRST ALERT	2427078	February 6, 2001	Ademco Inc.
6.	FIRST ALERT	3730888	December 29, 2009	Ademco Inc.
7.	FIRST ALERT	3730889	December 29, 2009	Ademco Inc.
8.	FIRST ALERT	3727797	December 22, 2009	Ademco Inc.
9.	FIRST ALERT	4122156	April 3, 2012	Ademco Inc.
10.	FIRST ALERT	3887275	December 7, 2010	Ademco Inc.
11.	FIRST ALERT	3901388	January 4, 2011	Ademco Inc.
12.	FIRST ALERT	4199071	August 28, 2012	Ademco Inc.
13.	FIRST ALERT	4320112	April 16, 2013	Ademco Inc.
14.	FIRST ALERT	4506815	April 1, 2014	Ademco Inc.
15.	FIRST ALERT	5050298	September 27, 2016	Ademco Inc.
16.	FIRST ALERT	4952275	May 3, 2016	Ademco Inc.
17.	FIRST ALERT	5004213	July 19, 2016	Ademco Inc.
18.	FIRST ALERT	5023341	August 16, 2016	Ademco Inc.
19.	FIRST ALERT	5788550	June 25, 2019	Ademco Inc.

Trademark Applications

None.