

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMP SECURITY, LLC		12/20/2022	Limited Liability Company: UTAH
TITANIUM ACQUISITIONCO, LLC		12/20/2022	Limited Liability Company: UTAH
FREE60 LLC		12/20/2022	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	ARES AGENT SERVICES, L.P.
Street Address:	245 Park Avenue, Floor 42
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5599493	AMP SMART
Registration Number:	5599494	AMP SMART
Registration Number:	5599496	AMP SMART
Registration Number:	3691065	A M P
Registration Number:	6489070	TITANIUM
Serial Number:	90826438	AMP SMART
Serial Number:	90826443	AMP SMART
Serial Number:	90826446	AMP SMART
Serial Number:	90826451	AMP SMART SOLAR
Serial Number:	90826453	AMP SMART SOLAR
Serial Number:	90826454	AMP SMART SOLAR
Registration Number:	6222866	FREE60

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: erobinson@huntonak.com
Correspondent Name: Erika Robinson
Address Line 1: 600 Peachtree Street NE, Ste. 4100
Address Line 2: c/o Hunton Andrews Kurth LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	12/22/2022

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2022 (this “**Agreement**”), is entered into by and among **EACH OF THE GRANTORS PARTY HERETO** (each, a “**Grantor**” and, collectively, “**Grantors**”), and **ARES AGENT SERVICES, L.P.**, as Collateral Agent for the Secured Parties.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), by and among **AHS SERVICES, LLC**, a Utah limited liability company, as Company, **AMP ENTERPRISES HOLDINGS INTER, LLC**, a Delaware limited liability company, as Holdings and as Credit Party Representative, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **ARES AGENT SERVICES, L.P.**, as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals therefor; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Each Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which any Grantor no longer has or claims any right, title or interest.

4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTORS

AMP SECURITY, LLC, as a Grantor

By: Allen Bolin
Name: Allen Bolin
Title: Executive Chairman

TITANIUM ACQUISITION CO, LLC, as a Grantor

By: Allen Bolin
Name: Allen Bolin
Title: Manager


FREE60 LLC, as a Grantor

By: Allen Bolin
Name: Allen Bolin
Title: Executive Chairman

ACCEPTED AND ACKNOWLEDGED:

ARES AGENT SERVICES, L.P., as Collateral Agent

By: Ares Agent Services GP, LLC, its general partner

By:  _____

Name: Jason Cohen

Title: Authorized Signatory

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS			
<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMP Security, LLC	AMP SMART	5,599,493	November 6, 2018
AMP Security, LLC	AMP SMART	5,599,494	November 6, 2018
AMP Security, LLC	AMP SMART	5,599,496	November 6, 2018
Amp Security, LLC	A M P	3,691,065	October 6, 2009
Free60 LLC	FREE60	6,222,866	December 15, 2020
Titanium Acquisition Co, LLC	TITANIUM 	6,489,070	September 21, 2021
TRADEMARK APPLICATIONS			
<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
AMP Security, LLC	AMP SMART	90826438	July 13, 2021
AMP Security, LLC	AMP SMART	90826443	July 13, 2021
AMP Security, LLC	AMP SMART	90826446	July 13, 2021
AMP Security, LLC	AMP SMART SOLAR	90826451	July 13, 2021
AMP Security, LLC	AMP SMART SOLAR	90826453	July 13, 2021
AMP Security, LLC	AMP SMART SOLAR	90826454	July 13, 2021