

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tidel Engineering, L.P.		01/30/2023	Limited Partnership: TEXAS
Crisis24, Inc.	FORMERLY WorldAware, Inc.	01/30/2023	Corporation: DELAWARE
Garda CL Great Lakes, Inc.		01/30/2023	Corporation: OHIO
Whelan Security of California, Inc.	FORMERLY Commercial Protective Services, Inc.	01/30/2023	Corporation: CALIFORNIA
GardaWorld Cash Services, Inc.		01/30/2023	Corporation: DELAWARE
Garda World Security Corporation		01/30/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Computershare Trust Company, N.A., as U.S. Notes Collateral Agent		
Street Address:	6200 South Quebec Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	73201891	TACC	
Serial Number:	75629185	TIDEL	
Serial Number:	97417903	TIDEL	
Serial Number:	97418578	TIDEL	
Serial Number:	86458171	CRITICAL MONITOR	
Serial Number:	86458173	CRITICAL TRAC	
Serial Number:	87028476	TRM3	
Serial Number:	87880805	WORLDWARE	
Serial Number:	87852220	WORLDWARE	
Serial Number:	76281765	WORLDLCUE	
Serial Number:	87761350	WORLDLCUE COMMUNICATOR	
Serial Number:	86750701	WORLDLCUE COMPANION	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	76380527	WORLD CUETRACKER
Serial Number:	77222933	COMMERCIAL PROTECTIVE SERVICES
Serial Number:	76091801	CASHTRAK
Serial Number:	75085198	UNITED ARMORED SERVICES
Serial Number:	76284899	AT SYSTEMS
Serial Number:	76173770	CASHLINK
Serial Number:	87432424	CASHTRAK360°
Serial Number:	78218107	EVEN XCHANGE
Serial Number:	78218286	EVEN XCHANGE
Serial Number:	87422286	MONEYTRAK
Serial Number:	87422294	MONEYTRAK
Serial Number:	87434290	MONEYTRAK360
Registration Number:	4741815	GARDA
Serial Number:	77102868	GARDAWORLD
Serial Number:	77066732	GW

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	01/30/2023

Total Attachments: 9
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Execution Version

U.S. TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2023 (this “Agreement”), by and among the entities listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”), and COMPUTERSHARE TRUST COMPANY, N.A., as U.S. collateral agent under the Indenture referred to below (in such capacity, the “U.S. Notes Collateral Agent”).

Reference is made to (a) that certain Indenture, dated as of January 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among GARDA WORLD SECURITY CORPORATION, a corporation organized under the federal laws of Canada (the “Issuer”) the Guarantors from time to time party thereto, COMPUTERSHARE TRUST COMPANY, N.A., in its capacity as U.S. Trustee and U.S. Notes Collateral Agent, and COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as Canadian Trustee and Canadian Notes Collateral Agent, and (b) that certain U.S. Security Agreement, dated as of January 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”), by and among the Issuer, the other Grantors from time to time party thereto and the U.S. Notes Collateral Agent. Each of the Grantors is an Affiliate of the Issuer and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into this Agreement. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the U.S. Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the U.S. Security Agreement, did and hereby does grant to the U.S. Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I hereto (the “Trademark Collateral”); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” in the U.S. Patent and Trademark Office with respect thereto.

SECTION 3. U.S. Security Agreement. The Security Interest granted to the U.S. Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the U.S. Notes Collateral Agent pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights, powers, protections, immunities, indemnities and remedies of the U.S. Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Indenture and the U.S. Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein *mutatis mutandis*. In the event of any conflict between the terms of this Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered

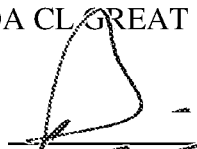
shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties that it has the capacity and authority to execute this Agreement through electronic means.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

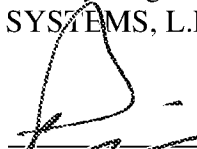
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

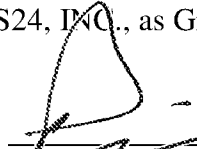
GARDA CL GREAT LAKES, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer


TIDEL ENGINEERING, L.P. acting and represented by its general partner SENTINEL CASH SYSTEMS, L.L.C., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

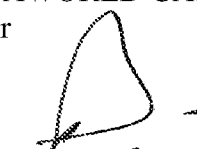
CRISIS24, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

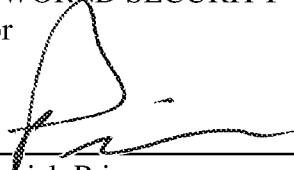
WHELAN SECURITY OF CALIFORNIA, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

GARDAWORLD CASH SERVICES, INC., as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

GARDA WORLD SECURITY CORPORATION,
as Grantor

By: 
Name: Patrick Prince
Title: Responsible Officer

COMPUTERSHARE TRUST COMPANY, N.A.,
as U.S. Notes Collateral Agent

By: _____
Name:
Title:



COMPUTERSHARE TRUST COMPANY, N.A.,
as U.S. Notes Collateral Agent

By: Kim Dillinger
Name: Kim Dillinger
Title: Trust Officer

**Schedule I
to U.S. Trademark Security Agreement**

Trademark Registrations and Applications in the United States Patent and Trademark Office

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Tidel Engineering, L.P.	TACC	73201891	01/29/1979	1135046	05/13/1980
2.	Tidel Engineering, L.P.	TIDEL & Design	75629185	01/28/1999	2420562	01/16/2001
3.	Tidel Engineering, L.P.	TIDEL	97417903	05/18/2022		
4.	Tidel Engineering, L.P.	TIDEL & Design	97418578	05/19/2022		
5.	Crisis24, Inc. (f/k/a WorldAware Inc.)	CRITICAL MONITOR	86458171	11/18/2014	4984219	06/21/2016
6.	Crisis24, Inc. (f/k/a WorldAware Inc.)	CRITICAL TRAC	86458173	11/18/2014	4974061	06/07/2016
7.	Crisis24, Inc. (f/k/a WorldAware Inc.)	TRM3	87028476	05/06/2016	5235008	07/04/2017
8.	Crisis24, Inc. (f/k/a WorldAware Inc.)	WORLDAWARE	87880805	04/17/2018	6511750	10/05/2021
9.	Crisis24, Inc. (f/k/a WorldAware Inc.)	WorldAware & Design	87852220	03/27/2018	6511745	10/05/2021
10.	Crisis24, Inc. (f/k/a WorldAware Inc.)	WORLDCUE	76281765	07/06/2001	2527549	01/08/2002
11.	Crisis24, Inc. (f/k/a WorldAware Inc.)	WORLDCUE COMMUNICATOR	87761350	01/18/2018	6164494	09/29/2020
12.	Crisis24, Inc. (f/k/a WorldAware Inc.)	WORLDCUE COMPANION	86750701	09/08/2015	5005030	07/19/2016
13.	Crisis24, Inc. (f/k/a WorldAware Inc.)	WORLDCUETRACKER	76380527	03/11/2002	2734127	07/08/2003
14.	Whelan Security of California, Inc. (f/k/a Commercial Protective Services, Inc.)	COMMERCIAL PROTECTIVE SERVICES	77222933	07/05/2007	3401163	03/25/2008
15.	Garda CL Great Lakes, Inc.	CASHTRAK	76091801	07/17/2000	2701692	04/01/2003
16.	Garda CL Great Lakes, Inc.	UNITED ARMORED SERVICES	75085198	04/08/1996	2096857	09/16/1997
17.	GardaWorld Cash Services, Inc.	AT SYSTEMS	76284899	07/13/2001	2671415	01/07/2003
18.	GardaWorld Cash Services, Inc.	CASHLINK	76173770	11/30/2000	2821984	03/16/2004
19.	GardaWorld Cash Services, Inc.	CASHTRAK360 ⁰	87432424	05/01/2017	5698024	03/12/2019
20.	GardaWorld Cash Services, Inc.	EVEN XCHANGE	78218107	02/24/2003	2957995	05/31/2005
21.	GardaWorld Cash Services, Inc.	EVEN XCHANGE	78218286	02/24/2003	3086071	04/25/2006
22.	GardaWorld Cash Services, Inc.	MONEYTRAK	87422286	04/24/2017	5800891	07/09/2019

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
23.	GardaWorld Cash Services, Inc.	MONEYTRAK (Stylized) 	87422294	04/24/2017	5800892	07/09/2019
24.	GardaWorld Cash Services, Inc.	MONEYTRAK360	87434290	05/03/2017	5650086	01/08/2019
25.	Garda World Security Corporation	GARDA		02/24/2014	4741815	05/26/2015
26.	Garda World Security Corporation	GARDAWORLD	77102868	03/08/2007	3528195	11/04/2008
27.	Garda World Security Corporation	GW	77066732	12/18/2006	3517096	10/14/2008