

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amarok LLC		03/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as Administrative Agent		
Street Address:	130 King Street West, 32nd Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5X 1J9		
Entity Type:	A bank formed under the laws of Canada: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6181516	AMAROK	
Registration Number:	6181517	AMAROK	
Registration Number:	6181518	AMAROK ULTIMATE PERIMETER SECURITY	
Registration Number:	6181519	AMAROK ULTIMATE PERIMETER SECURITY	
Registration Number:	5059614	# 1 THEFT DETERRENT ELECTRIC GUARD DOG	
Registration Number:	5177826	EDGE	
Registration Number:	4872216	PERIMETER SECURITY SYSTEMS	
Registration Number:	3444429	THE ELECTRIC GUARD DOG	
Registration Number:	3440508		
Registration Number:	6925543	FORTIFEYE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 2:	Suite 2800		

CH \$265.00 6181516

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	050796-0063
NAME OF SUBMITTER:	ATOOSA NOWROUZI
SIGNATURE:	/an/
DATE SIGNED:	03/17/2023
Total Attachments: 5 source=Amarok - Trademark Security Agreement#page1.tif source=Amarok - Trademark Security Agreement#page2.tif source=Amarok - Trademark Security Agreement#page3.tif source=Amarok - Trademark Security Agreement#page4.tif source=Amarok - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 17, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by AMAROK LLC (“**Grantor**”) in favor of NATIONAL BANK OF CANADA, as Administrative Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of March 17, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Obligations of Grantor (including, if Grantor is a Guarantor, the Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto;
- (ii) all goodwill of the business connected with the use of and symbolized thereby
- (iii) all rights to sue or otherwise recover for any past, present and future infringements, dilutions or other violations thereof;
- (iv) all Proceeds of the foregoing; and
- (v) all other rights corresponding thereto;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant

of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

AMAROK LLC, as a Grantor

DocuSigned by:

Nathan Leaphart

By: _____

522EBD4F0C4841E...

Name: Nathan Leaphart

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

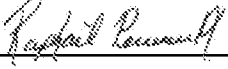
NATIONAL BANK OF CANADA,
as Administrative Agent



By: _____

Name: **Anne-Sophie Thene**

Title: **Director**



By: _____

Name: **Raphael Perreault**

Title: **Managing Director**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
AMAROK LLC	AMAROK	6181516	October 20, 2020
AMAROK LLC	AMAROK	6181517	October 20, 2020
AMAROK LLC		6181518	October 20, 2020
AMAROK LLC		6181519	October 20, 2020
AMAROK LLC		5059614	October 11, 2016
AMAROK LLC	EDGE	5177826	April 4, 2017
AMAROK LLC	PERIMETER SECURITY SYSTEMS	4872216	December 15, 2015
AMAROK LLC	THE ELECTRIC GUARD DOG	3444429	June 10, 2008
AMAROK LLC		3440508	June 3, 2008
AMAROK LLC	FORTIFEYE	6925543	December 13, 2022

TRADEMARK APPLICATIONS

N/A