

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SafeTouch LLC		04/17/2023	Limited Liability Company: DELAWARE
SafeTouch Holdings LLC		04/17/2023	Limited Liability Company: DELAWARE
SafeTouch GA LLC		04/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund IV, L.P.		
Street Address:	One Stamford Forum		
Internal Address:	201 Tresser Boulevard; Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2153405	SAFE TOUCH	
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:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011100-0012		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	04/18/2023		

OP \$40.00 2153405

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") made as of this 17th of April, 2023, by and among **SafeTouch LLC**, a Delaware limited liability company, **SafeTouch GA LLC**, a Delaware limited liability company, and **SafeTouch Holdings LLC**, a Delaware limited liability company (collectively, the "Grantors"), in favor of Brookside Mezzanine Fund IV, L.P., in its capacity as Collateral Agent for the holders of the Obligations (in such capacity, "Collateral Agent"):

WITNESSETH

WHEREAS, pursuant to that certain Subordinated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, Brookside Mezzanine Fund IV, L.P. in its capacity as Administrative Agent for the Lenders, and the Collateral Agent, Administrative Agent and the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Collateral Agent, for the benefit of the holders of the Obligations, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of interpretation set forth in Section 1.3 of the Credit Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*. In addition, the following term shall have the meaning given below:

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the holders of the Obligations, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (to the extent not constituting Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed to such Grantor, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to Administrative Agent, Collateral Agent, or any of the Lenders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the holders of the Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of each Grantor, provided that Collateral Agent shall promptly provide a copy of such amended schedule to Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed


counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 11.13 AND 11.14 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

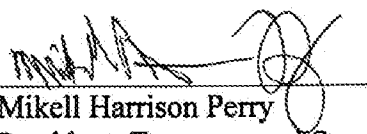
[Remainder of page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

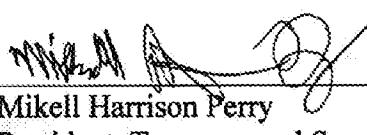
SAFETOUCH LLC

By: 
Name: Mikell Harrison Perry
Title: President, Treasurer and Secretary

SAFETOUCH GA LLC

By: 
Name: Mikell Harrison Perry
Title: President, Treasurer and Secretary

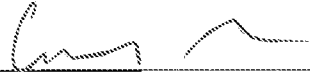
SAFETOUCH HOLDINGS LLC

By: 
Name: Mikell Harrison Perry
Title: President, Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above:

Brookside Mezzanine Fund IV, L.P.,
as Collateral Agent

By: Brookside Mezzanine Partners IV, LLC,
its General Partner

By: 

Name: Corey L. Sclar
Title: Managing Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

1. SAFE TOUCH (Service Mark) (Registration No. 2153405) (Serial No. 75164603), registered with the United States Patent and Trademark Office on April 28, 1998 in International Classes 009 (anti-intrusion alarms), 037 (installation and repair of anti-intrusion alarm systems), and 042 (monitoring anti-intrusion alarm systems).