

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM822488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vanguard Fire and Supply, LLC		06/30/2023	Limited Liability Company: MICHIGAN
Automatic Fire Sprinklers, Inc.		06/30/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC		
Street Address:	11100 Santa Monica Boulevard, Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3444658	VANGUARD V	
Registration Number:	1742548	AUTOMATIC FIRE SPRINKLERS INC.	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	(212) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	021692.00026 (RAD)		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	07/06/2023		
Total Attachments: 5			
source=Pye-Barker - June 2023 Joinder - Trademark Security Agreement (Executed)			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 30, 2023 by Vanguard Fire and Supply, LLC, a Michigan limited liability company (“**Vanguard**”) and Automatic Fire Sprinklers, Inc., a California corporation (together with Vanguard, each a “**Grantor**” and together the “**Grantors**”), in favor of Crescent Agency Services LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a Security Agreement dated as of November 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (in and a continuing Lien on, all right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets) of each Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of each Grantor, including those listed on Schedule I attached hereto and all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; provided that, in no event shall any security interest be granted in any “intent-to-use” trademark application filed in the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and solely during the period, if any, that granting a security interest in such trademark application prior to such filing would impair the enforceability or validity of such trademark application or any registration that issues therefrom under applicable federal law;

(b) all income, fees, royalties, damages and payments then or thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and

(c) all rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and

granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(b) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

VANGUARD FIRE AND SUPPLY, LLC as Grantor

DocuSigned by:

By: Jason Brinkman

Name: Jason Brinkman

Title: Chief Financial Officer, Treasurer and Secretary

AUTOMATIC FIRE SPRINKLERS, INC. as Grantor

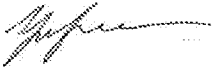
DocuSigned by:

By: Jason Brinkman


Name: Jason Brinkman

Title: Chief Financial Officer, Treasurer and Secretary

CRESCENT AGENCY SERVICES LLC,
as Collateral Agent

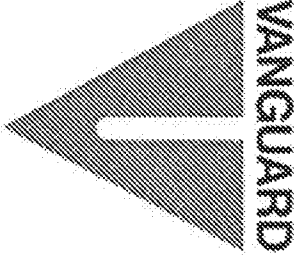

By: 

Name: Yev Kuznetsov
Title: Managing Director

By: 

Name: Mandy Epler Brown
Title: Managing Director

**Schedule I
Trademark Registrations and Applications**

Owner	Country	Reg/App. No.	Title	Status
Vanguard Fire and Supply, LLC	United States	3444658	VANGUARD V 	Active
Automatic Fire Sprinklers, Inc.	United States	1742548	AUTOMATIC FIRE SPRINKLERS INC. 	Active