

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SESAMI CASH MANAGEMENT TECHNOLOGIES CORPORATION		01/30/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Computershare Trust Company of Canada		
Street Address:	1500 Robert Bourassa Blv., 7th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3A 3S8		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97145051	SESAMI	
CORRESPONDENCE DATA			
Fax Number:	6046225656		
<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:	6046437942		
Email:	rrodrigues@mccarthy.ca		
Correspondent Name:	Vincent Yip, c/o McCarthy Tétrault LLP		
Address Line 1:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, BC, CANADA V6E0C5		
NAME OF SUBMITTER:	Vincent Kam Sun Yip		
SIGNATURE:	/Vincent Kam Sun Yip/		
DATE SIGNED:	08/15/2023		
Total Attachments: 9			
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated January 30, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Computershare Trust Company of Canada, as Canadian Collateral Agent (in such capacity and together with its successors and assigns in such capacity, the “**Canadian Notes Collateral Agent**”).

WHEREAS pursuant to the indenture dated January 30, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), between, among others, Garda World Security Corporation (the “**Company**” or “**Issuer**”), the guarantors as identified thereto, and the Canadian Notes Collateral Agent, as Canadian trustee and Canadian collateral agent, relating to the Issuer’s US\$400.0 million aggregate principal amount of 7.750% Senior Secured Notes due 2028 (the “**Initial Notes**”, and together with any Additional Notes issued under the Indenture, the “**Notes**”), among other things, (a) the payment of principal, of premium, if any, and of interest on the Notes is guaranteed on a senior first priority secured basis (the “**Guarantees**”) by the Guarantors (as defined in the Indenture) and (b) the Initial Notes are issued and the terms and conditions of the Initial Notes and the obligations of the Company pursuant to such issuance of the Initial Notes are set out.

WHEREAS the issuance of the Initial Notes pursuant to the terms of the Indenture is conditioned upon, among other things, the execution and delivery of this IP Security Agreement and a Canadian security agreement dated January 30, 2023 (the “**Security Agreement**”) among the Company, GW Intermediate Corporation, certain subsidiaries of the Company identified thereto and the Canadian Notes Collateral Agent, in favor of the Canadian Notes Collateral Agent, for the benefit of, among others, the Secured Parties.

WHEREAS the Grantors (other than the Company) are Affiliates (as defined in the Indenture) of the Company, will derive substantial benefits from the issuance of the Initial Notes by the Company pursuant to the Indenture and are willing to execute and deliver this IP Security Agreement in order to induce the Initial Purchasers (as defined in the Indenture) to purchase the Notes.

WHEREAS capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement.

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

1. **Grant of Security.** Each Grantor hereby grants to the Canadian Notes Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending set forth in Schedule A hereto.
2. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor.

3. **Recordation.** This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office. Each Grantor authorizes and requests that the Canadian Intellectual Property Office record this IP Security Agreement.
4. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Canadian Notes Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
6. **Canadian Notes Collateral Agent.** Computershare Trust Company of Canada is entering into this Agreement and any document delivered in connection herewith solely in its capacity as Canadian Notes Collateral Agent pursuant to the Indenture and not in its personal capacity. Whenever any reference is made in this Agreement or in any document delivered in connection herewith, to an act to be performed by the Canadian Notes Collateral Agent, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by the Canadian Notes Collateral Agent for and on behalf of the Secured Parties. Any and all of the representations, undertakings, covenants, indemnities, agreements and other obligations (in this section, collectively "obligations") made on the part of the Canadian Notes Collateral Agent herein or therein are made and intended not as personal obligations of or by the Canadian Notes Collateral Agent or for the purpose or with the intention of binding Computershare Trust Company of Canada in its personal capacity, but are made and intended for the purpose of binding only the Canadian Notes Collateral Agent in its capacity as Canadian Notes Collateral Agent and the property and assets of the Grantors. No property or assets of the Canadian Notes Collateral Agent, whether owned beneficially by it in its personal capacity or otherwise, will be subject to levy, execution or other enforcement procedures with regard to any of its obligations hereunder. No recourse may be had or taken, directly or indirectly, against Computershare Trust Company of Canada in its personal capacity, or any incorporator, shareholder, officer, director, employee or agent of Computershare Trust Company of Canada or of any predecessor or successor of Computershare Trust Company of Canada, with regard to the Canadian Notes Collateral Agent's obligations hereunder.
7. **Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. **Severability.** In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that


the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9. **Force Majeure.** Except for the payment obligations of the Grantors contained herein, no party shall be liable to another, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.
10. **Mutatis Mutandis.** All the rights, powers, protections, immunities and indemnities afforded to the Canadian Notes Collateral Agent in the Indenture and the Security Agreement shall apply to the Canadian Notes Collateral Agent as if the same were set forth herein, *mutatis mutandis*.

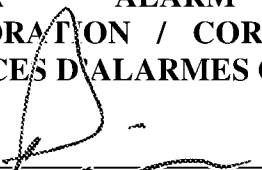
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

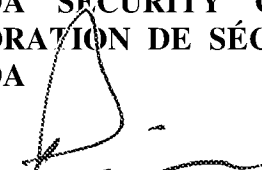
GARDA WORLD SECURITY CORPORATION / CORPORATION DE SÉCURITÉ GARDA WORLD

By: 
Patrick Prince
Authorized Representative

GARDA ALARM SERVICES CORPORATION / CORPORATION DE SERVICES D'ALARME GARDA

By: 
Patrick Prince
Authorized Representative

GARDA SECURITY GROUP G.P. / GROUPE DE SÉCURITÉ GARDA SENC, acting and represented by its partners GARDAWORLD SECURITY SCREENING INC. / SÉCURITÉ PRÉEMBARQUEMENT GARDAWORLD INC. and GARDA CANADA SECURITY CORPORATION / CORPORATION DE SÉCURITÉ GARDA CANADA

By: 
Patrick Prince
Authorized Representative

**GARDA CANADA SECURITY
CORPORATION / CORPORATION DE
SÉCURITÉ GARDA CANADA**

By: _____


Patrick Prince
Authorized Representative

LIBERTY SECURITY SYSTEMS INC.

By: _____

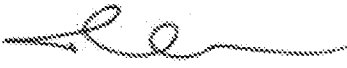

Patrick Prince
Authorized Representative

**SESAMI CASH MANAGEMENT
TECHNOLOGIES CORPORATION**

By: _____


Patrick Prince
Authorized Representative

**COMPUTERSHARE TRUST COMPANY
OF CANADA**, as Canadian Notes Collateral
Agent

By: 
Name: Jonathan Champoux Cadoche
Title: Corporate Trust Officer

By: 
Name: Ekaterini Galouzis
Title: Associate Trust Officer

**SCHEDULE A
REGISTERED TRADE-MARKS AND APPLICATIONS FOR TRADEMARK
REGISTRATIONS:**

Mark	Registration No.	Jurisdiction	Listed Owner
GW (Word Mark)	TMA788999	Canada	Garda World Security Corporation
GARDAWORLD (Standard Characters)	3528195	United States	Garda World Security Corporation
GW (Standard Characters)	3517096	United States	Garda World Security Corporation
GARDA (Standard Characters)	4741815	United States	Garda World Security Corporation
KOLOSSAL (Word Mark)	TMA267443	Canada	Garda World Security Corporation
SECURITE KOLOSSAL SECURITY (Word Mark)	TMA267444	Canada	Garda World Security Corporation
KK Sécurité Kolossal & Dessin (Design Mark)	TMA271540	Canada	Garda World Security Corporation
KK Kolossal & Dessin (Design Mark)	TMA271539	Canada	Garda World Security Corporation
KK & Dessin (Design Mark)	TMA271541	Canada	Garda World Security Corporation
GARDA (Word Mark)	TMA229778	Canada	Garda World Security Corporation

Mark	Registration No.	Jurisdiction	Listed Owner
The Integrity Company (Design Mark)	TMA229776	Canada	Garda World Security Corporation
Digne de confiance & Design (Design Mark)	TMA229775	Canada	Garda World Security Corporation
The Integrity Company (Word Mark)	TMA229777	Canada	Garda World Security Corporation
CORS (Word Mark)	TMA780569	Canada	Garda Canada Security Corporation
PRIMARY RESPONSE (Word Mark)	TMA715530	Canada	Garda Canada Security Corporation
PRIMARY RESPONSE & heraldic design (Design Mark)	TMA726273	Canada	Garda Canada Security Corporation
PRIMARY RESPONSE SECURITY & INVESTIGATIONS & heraldic design (Design Mark)	TMA901586	Canada	Garda Canada Security Corporation
INDICATEUR DE TALENTS (Word Mark)	TMA939004	Canada	Groupe De Sécurité Garda SENC
TALENT INDICATOR (Word Mark)	TMA939003	Canada	Groupe De Sécurité Garda SENC

Mark	Registration No.	Jurisdiction	Listed Owner
Cercle avec deux bonhommes à l'intérieur (Design Mark)	TMA705217	Canada	Garda Alarm Services Corporation, <i>formerly</i> Centrale Ashton Inc. / Ashton Central Inc.
SIMPLE. SAFE. SMART. (Word Mark)	TMA869385	Canada	Liberty Security Systems Inc.
LIBERTY & DESIGN (Design Mark)	TMA950131	Canada	Liberty Security Systems Inc.
SESAMI (Standard Characters)	97145051	United States	Sesame Cash Management Technologies Corporation