

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADT Commercial LLC		10/02/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85069488	ASG SECURITY	
Serial Number:	97744363	EVOGUARD	
Serial Number:	87381258	HAWKWATCH	
Serial Number:	85936671	INSPECTIONOPS	
Serial Number:	98040063	EVERON	
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:	2128197598		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Joanne Haddad/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1118078-0050-DF68		
NAME OF SUBMITTER:	Joanne Haddad		
SIGNATURE:	/Joanne Haddad/		
DATE SIGNED:	10/03/2023		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), among ADT Commercial LLC, Colorado limited liability company (the “Grantor”), and Alter Domus (US) LLC, as collateral agent for the benefit of the Secured Parties (in such capacity, together with its permitted successors and permitted assigns in such capacities, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of October 2, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Iris Intermediate II LLC, a Delaware limited liability company (“Holdings”), Iris Buyer LLC, a Delaware limited liability company (“Borrower”), the Lenders and the Issuing Banks from time to time party thereto and Alter Domus (US) LLC, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of October 2, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is 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 Collateral Agreement or, if not defined therein, the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As collateral security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, to the extent not an Excluded Asset, (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of and acceptance of a “Statement of Use” or an “Amendment to Allege Use” (but only until such statement or amendment is filed and accepted), with respect thereto.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement. For the avoidance of doubt, Sections 5.03 (*Collateral Agent’s Fees and Expenses; Indemnification*), 5.06 (*Counterparts; Effectiveness; Several Agreement*), 5.07 (*Severability*), 5.09(b) (*Jurisdiction*), 5.09(c) (*Forum*), 5.10 (*Waiver of Jury Trial*), 5.13 (*Termination or Release*) and 5.18 (*Intercreditor Agreements*) of the Collateral Agreement are incorporated by reference herein as if fully set forth herein, mutatis mutandis. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control. In the event of

any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

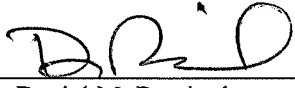
SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date and/or in accordance with the terms of Section 5.13 of the Collateral Agreement, the Security Interest granted herein shall terminate and the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor any reasonable instrument in writing in recordable form reasonably requested by the Grantor to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Governing Law. This Agreement (including any claim or controversy relating to the subject matter hereof, whether sounding in contract law, tort law or otherwise) shall be construed and enforced in accordance with, and governed by the laws 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.

ADT COMMERCIAL LLC, as Grantor

By: 
Name: Daniel M. Bresingham
Title: Chief Executive Officer and President

ALTER DOMUS (US) LLC, as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 008216 FRAME: 0695

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

ADT COMMERCIAL LLC, as Grantor

By: _____
Name:
Title:

ALTER DOMUS (US) LLC, as Collateral Agent

By:  _____
Name: Pinju Chiu
Title: Associate Counsel

Schedule I

Trademarks

Country	Mark Name	Current Appl. Date	Current Appl. No.	Current Reg. Date	Current Reg. No.	Owner
US	ASG SECURITY	23-Jun-2010	85069488	30-Aug-2011	4018102	ADT Commercial LLC
US	EVOGUARD	06-Jan-2023	97744363			ADT Commercial LLC
US	HawkWatch (Red Hawk)	22-Mar-2017	87381258	14-Nov-2017	5333881	ADT Commercial LLC
US	INSPECTIONOPS	20-May-2013	85936671	12-Nov-2013	4434188	ADT Commercial LLC
US	EVERON	13-Jun-2023	98040063			ADT Commercial LLC
US State - HI	ASG SECURITY			02-Nov-2012	HI 4111418	ADT Commercial LLC
US State - LA	ASG SECURITY			03-Feb-2012	N/A	ADT Commercial LLC