

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pavion Corp.		10/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5610216	TECHNOLOGY THAT WORKS FOR YOU	
Registration Number:	5797995	SYSTEMS ELECTRONICS, INC.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	063053-0036		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	10/30/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2023 (this “Trademark Security Agreement”), made by AFA Protective Systems, Inc., a New York corporation (“AFA”), Automatic Fire Alarm Company, Inc., a New York corporation (“Automatic”), Pavion Corp., a Delaware corporation (“Pavion”), RFI Enterprises, Inc., a California corporation (“RFI”) and Star Asset Security, LLC, a South Carolina limited liability company (“Star Asset” and, together with AFA, Automatic, Pavion, and RFI, the “Grantors”), in favor of Wilmington Trust, National Association, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of October 30, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Pavion Corp., a Delaware corporation (the “Borrower”), Citadel Systems Intermediate, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, (ii) the Guaranty, (iii) each Secured Hedge Agreement and (iv) each Secured Cash Management Agreement.

WHEREAS, the Grantors are party to the Security Agreement, dated as of October 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks to the extent included in the Collateral, but excluding for the avoidance of doubt any intent-to-use trademark application prior to the filing 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, attachment or enforcement of a security interest therein would impair the registrability, validity or enforceability of such intent-to-use trademark application or any registration that arises therefrom under applicable federal Law, together with (b) any and all (i) rights and privileges arising under applicable Laws with respect to the use of any Trademarks, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements or other impairment

thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements or other impairment thereof (the "Trademark Collateral").

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 Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the 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. 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. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantors authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms. Upon termination and at written request of the Grantors, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

AFA PROTECTIVE SYSTEMS, INC.
AUTOMATIC FIRE ALARM COMPANY, INC.
PAVION CORP.
RFI ENTERPRISES, INC.
STAR ASSET SECURITY, LLC
FIRECOM, INC.
as Grantor

By: Joseph Oliveri
Name: Joseph Oliveri
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By:  _____

Name: Jessica A. Jankiewicz

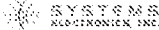

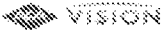

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 008241 FRAME: 0946**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

UNITED STATES TRADEMARKS:

Loan Party – Owner	Trademark	Registration Number	Registration Date
Pavion Corp.	Technology that works for you	5610216	11/20/2018
Pavion Corp.	SYSTEMS ELECTRONICS, INC. 	5797995	7/9/2019
AFA Protective Systems, Inc.	AFA and Design 	921275	9/28/1971
AFA Protective Systems, Inc.	AFA VISION and Design 	4523229	4/29/2014
AFA Protective Systems, Inc.	AFA YOUR FIRE AND SECURITY SOLUTION and Design 	5072338	11/1/2016
STAR ASSET SECURITY, LLC	Star Asset Security [Standard Character Mark]	3833452	08/17/2010
STAR ASSET SECURITY, LLC	Secure Thinking [Standard Character Mark]	4776343	07/21/2015
STAR ASSET SECURITY, LLC	Secure Thinking and Results	6628069	01/25/2022
FIRECOM, INC.	BDA BUDDY	6603430	12/28/2021
FIRECOM, INC.	FIRECOM LIFE SAFETY NET 2000	2133020	01/27/1998
FIRECOM, INC.	TECHNOLOGY PROTECTING LIFE	2005800	10/08/1996
RFI Enterprises, Inc.	VIDEO SECURE	3872342	11/09/2010

RFI Enterprises, Inc.	CLARIS360	3891946	12/21/2010
RFI Enterprises, Inc.	PERMISSION GRANTED	3979991	06/21/2011