CH \$465.00 69969

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM848194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intrado Life & Safety, Inc.		10/05/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	155 Wellington Street West, 8th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V 3K7
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6996937	INTRADO
Registration Number:	7000769	INTRADO
Registration Number:	7000770	INTRADO
Registration Number:	7000771	INTRADO
Registration Number:	7000772	INTRADO
Registration Number:	7000773	INTRADO
Registration Number:	7000774	INTRADO
Registration Number:	7000775	INTRADO
Registration Number:	7062297	INTRADO
Registration Number:	7062298	INTRADO
Registration Number:	7062299	INTRADO
Registration Number:	7062300	INTRADO
Registration Number:	7062301	INTRADO
Registration Number:	7062302	INTRADO
Registration Number:	7062303	INTRADO
Registration Number:	7075458	INTRADO
Serial Number:	98143106	INTRADO
Serial Number:	98143107	

TRADEMARK REEL: 008248 FRAME: 0452

900808904

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 2028357500

Email: dcip@milbank.com **Correspondent Name:** Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946.00053
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/24/2023

Total Attachments: 6

source=Guardian - Supplemental Trademark Security Agreement (Executed)#page1.tif source=Guardian - Supplemental Trademark Security Agreement (Executed)#page2.tif source=Guardian - Supplemental Trademark Security Agreement (Executed)#page3.tif source=Guardian - Supplemental Trademark Security Agreement (Executed)#page4.tif source=Guardian - Supplemental Trademark Security Agreement (Executed)#page5.tif source=Guardian - Supplemental Trademark Security Agreement (Executed)#page6.tif

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of October 5, 2023 (this "<u>Agreement</u>"), among Intrado Life & Safety, Inc., a Delaware corporation (the "<u>Grantor</u>") and Royal Bank of Canada ("<u>Royal Bank</u>") in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "<u>Collateral Agent</u>").

WHEREAS, reference is made to (a) the Credit Agreement dated as of January 31, 2023, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GUARDIAN US GUARANTOR LLC, a Delaware limited liability company ("Holdings"), GUARDIAN US HOLDCO LLC, a Delaware limited liability company ("Borrower"), the lenders and issuing banks from time to time party thereto and Royal Bank, as administrative agent and collateral agent and (b) the Collateral Agreement dated as of January 31, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Collateral Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, Grantor executed that certain Intellectual Property Security Agreement, dated as of January 31, 2023, in favor of Collateral Agent which was recorded with the United States Patent and Trademark Office on January 31, 2023 at Reel 7957, Frame 0213.

WHEREAS, the Secured Parties have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Grantor's right in, and title and interest to and under, any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral"). Notwithstanding the foregoing, for the avoidance of doubt, the Collateral shall not include any Excluded Asset.

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. <u>CHOICE OF LAW</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY PARI PASSU INTERCREDITOR AGREEMENT, ANY FIRST/SECOND LIEN INTERCREDITOR AGREEMENT AND ANY OTHER CUSTOMARY INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR AGREEMENT (INCLUDING ANY PARI PASSU INTERCREDITOR AGREEMENT AND ANY FIRST/SECOND LIEN INTERCREDITOR AGREEMENT AGREEMENT) AND THIS AGREEMENT. THE PROVISIONS OF SUCH CUSTOMARY **INTERCREDITOR** AGREEMENT (INCLUDING ANY PARI PASSU INTERCREDITOR AGREEMENT AND ANY FIRST/SECOND LIEN INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

INTRADO LIFE & SAFETY, INC., as a Grantor

By:

Name: Michael Matheson

Title: Secretary

Miltet

ROYAL BANK OF CANADA, as the Collateral Agent

By:

Title: Manager, Agency Services

Schedule I
UNITED STATES TRADEMARKS

Trademark	Guner	Registration No.	Reg Date
INTRADO	INTRADO LIFE & SAFETY, INC.	6996937	3/7/2023
INTRADO	INTRADO LIFE & SAFETY, INC.	7000769	3/14/2023
INTRADO	INTRADO LIFE & SAFETY, INC.	7000770	3/14/2023
INTRADO	INTRADO LIFE & SAFETY, INC.	7000771	3/14/2023
INTRADO	INTRADO LIFE & SAFETY, INC.	7000772	3/14/2023
INTRADO	INTRADO LIFE & SAFETY, INC.	7000773	3/14/2023
INTRADO	INTRADO LIFE & SAFETY, INC.	7000774	3/14/2023
INTRADO	INTRADO LIFE & SAFETY, INC.	7000775	3/14/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7062297	5/23/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7062298	5/23/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7062299	5/23/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7062300	5/23/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7062301	5/23/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7062302	5/23/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7062303	5/23/2023
INTRADO & Dragonfly Design	INTRADO LIFE & SAFETY, INC.	7075458	6/6/2023

UNITED STATES TRADEMARK APPLICATIONS

Fratemark	Owner	App. No.	Filing Date
INTRADO	Intrado Life & Safety, Inc.	98143106	8/21/2023
	2 /		
Shield Design	Intrado Life & Safety, Inc.	98143107	8/21/2023

TRADEMARK REEL: 008248 FRAME: 0459

RECORDED: 10/24/2023