

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM855100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Potter Electric Signal Company, LLC		11/20/2023	Limited Liability Company: MISSOURI
Valcom, Inc.		11/20/2023	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, as collateral agent		
<b>Street Address:</b>	500 W. Monroe Street, 9th Floor		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3134990	AMSECO	
<b>Registration Number:</b>	6834993	COILKEEPER	
<b>Registration Number:</b>	6834994	COILKEEPER	
<b>Registration Number:</b>	5414100	INTELLIGEN	
<b>Registration Number:</b>	4673081	INTELLIPURGE	
<b>Registration Number:</b>	5414099	INTELLIVIEW	
<b>Registration Number:</b>	6848094	INTELLICHECK	
<b>Registration Number:</b>	0732680	P	
<b>Registration Number:</b>	2768735	POTTER	
<b>Registration Number:</b>	2267101	POWERTONE	
<b>Registration Number:</b>	6997512	S	
<b>Registration Number:</b>	6848093	SAFE SIGNAL	
<b>Registration Number:</b>	6848096	SIGNALINK	
<b>Registration Number:</b>	6848095	SIGNALINK	
<b>Registration Number:</b>	2783667	THE SYMBOL OF PROTECTION	
<b>Registration Number:</b>	1663321	VALCOM	
<b>Serial Number:</b>	98130938	D-T.E.C.T.	
<b>Serial Number:</b>	98131131	T. E. C. T.	

CH \$690.00 3134990

Property Type	Number	Word Mark
Serial Number:	98130960	D-T.E.C.T. DYNAMIC THREAT EMERGENCY COMM
Serial Number:	98131094	D-T.E.C.T. DYNAMIC THREAT EMERGENCY COMM
Serial Number:	97786337	D-TECT
Serial Number:	98131015	D-TECT
Serial Number:	98130882	D-TECT DYNAMIC THREAT EMERGENCY COMMUNIC
Serial Number:	98131051	D-TECT DYNAMIC THREAT EMERGENCY COMMUNIC
Serial Number:	97579967	INTELLICOM
Serial Number:	90638885	SAFE SIGNAL
Serial Number:	97769452	VEMASS

#### 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

<b>ATTORNEY DOCKET NUMBER:</b>	44378.00057
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	11/21/2023

#### Total Attachments: 7

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 20, 2023, is made by (i) Potter Electric Signal Company, LLC, a Missouri limited liability company and (ii) Valcom, Inc., a Virginia corporation (each, individually, a “Grantor”, and together, the “Grantors”), in favor of ANTARES CAPITAL LP, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 20, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PHOENIX 1 INTERMEDIATE CORPORATION, a Delaware corporation (“Holdings”), PHOENIX 1 BUYER CORPORATION, a Delaware corporation (the “Parent Borrower”), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of November 20, 2023 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has

been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

POTTER ELECTRIC SIGNAL COMPANY, LLC,  
as a Grantor

DocuSigned by:  
By: Dan Winterton  
Name: Dan Winterton  
Title: Chief Financial Officer

VALCOM, INC.  
as a Grantor




DocuSigned by:  
By: Dan Winterton  
Name: Dan Winterton  
Title: Chief Financial Officer




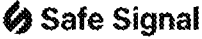

**ANTARES CAPITAL LP,**  
as Collateral Agent

*Beth L Troyer*  
By: \_\_\_\_\_  
Name: Beth Troyer  
Title: Duly Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>No.</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
1.	AMSECO and Design 	78508551	3134990	Potter Electric Signal Company, LLC
2.	COILKEEPER	90544782	6834993	Potter Electric Signal Company, LLC
3.	COILKEEPER and Design 	90544797	6834994	Potter Electric Signal Company, LLC
4.	D-T.E.C.T.	98130938	N/A	Potter Electric Signal Company, LLC
5.	T.E.C.T. and Design 	98131131	N/A	Potter Electric Signal Company, LLC
6.	D-T.E.C.T. DYNAMIC THREAT EMERGENCY COMMUNICATION TECHNOLOGY	98130960	N/A	Potter Electric Signal Company, LLC
7.	D-T.E.C.T. DYNAMIC THREAT EMERGENCY COMMUNICATION TECHNOLOGY and Design 	98131094	N/A	Potter Electric Signal Company, LLC
8.	INTELLIGEN	87282063	5414100	Potter Electric Signal Company, LLC
9.	INTELLIPURGE	86241923	4673081	Potter Electric Signal Company, LLC
10.	INTELLIVIEW	87282061	5414099	Potter Electric Signal Company, LLC
11.	D-TECT	97786337	N/A	Potter Electric Signal Company, LLC
12.	D-TECT and Design 	98131015	N/A	Potter Electric Signal Company, LLC
13.	D-TECT DYNAMIC THREAT EMERGENCY COMMUNICATION TECHNOLOGY	98130882	N/A	Potter Electric Signal Company, LLC

No.	Mark	Application No.	Registration No.	Owner
14.	D-TECT DYNAMIC THREAT EMERGENCY COMMUNICATION TECHNOLOGY and Design 	98131051	N/A	Potter Electric Signal Company, LLC
15.	INTELLICHECK	90638901	6848094	Potter Electric Signal Company, LLC
16.	INTELLICOM	97579967	N/A	Potter Electric Signal Company, LLC
17.	P and Design 	72102867	0732680	Potter Electric Signal Company, LLC
18.	POTTER	76330574	2768735	Potter Electric Signal Company, LLC
19.	POWERTONE	75501819	2267101	Potter Electric Signal Company, LLC
20.	S and Design 	90638889	6997512	Potter Electric Signal Company, LLC
21.	SAFE SIGNAL	90638896	6848093	Potter Electric Signal Company, LLC
22.	SAFE SIGNAL and Design 	90638885	N/A	Potter Electric Signal Company, LLC
23.	SIGNALINK	90638918	6848096	Potter Electric Signal Company, LLC
24.	SIGNALINK and Design 	90638910	6848095	Potter Electric Signal Company, LLC
25.	THE SYMBOL OF PROTECTION	76330903	2783667	Potter Electric Signal Company, LLC



No.	Mark	Application No.	Registration No.	Owner
26.	VEMASS	97769452	--	Valcom, Inc.
27.	VALCOM	74129263	1663321	Valcom, Inc.