

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTER-CON SECURITY SYSTEMS, INC.		12/27/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MUFG BANK, LTD.		
Street Address:	1251 Avenue of the Americas, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Company: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5720783	IC INTER-CON SECURITY	
Registration Number:	5720784	INTER-CON SECURITY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	393629-2		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/27/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 27, 2023 (the “**Effective Date**”) by INTER-CON SECURITY SYSTEMS, INC., a California corporation (the “**Grantor**”) in favor of MUFG BANK, LTD., for the benefit of the lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 27, 2023 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by the Grantor and certain Subsidiaries of Grantor party thereto from time to time in favor of the Agent, and that certain Credit Agreement, dated as of December 27, 2023 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, the Lenders, the Agent and the other parties thereto; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Pledge and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. The Grantor grants as collateral security for the payment and performance of satisfaction of the Obligations, to the Agent for the benefit of the Secured Parties, and continuing lien on the following property of the Grantor in which the Grantor has or may have or acquire an interest or the power to transfer rights therein:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not at all, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (including without limitation, the trademarks set forth on Schedule I attached hereto, but excluding 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 of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal United States Law), or otherwise, and all common-law rights related thereto, and (b) all rights corresponding to any thereof, including, without limitation, the right to obtain all reissues, extensions or renewals thereof and the right to sue for past, present or future infringement or dilution of the foregoing

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

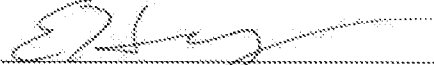
Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

Section 7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

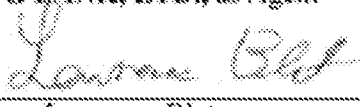
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IN WITNESS WHEREOF, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

INTER-CON SECURITY SYSTEMS, INC.,
a Delaware corporation

By: 
Name: Enrique R. Hernandez, III
Title: President & Chief Executive Officer


MUFG BANK, LTD., as Agent

By: 
Name: Lawrence Blat
Title: Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 008301 FRAME: 0658

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Grantor	Title	Application No.	Application Date	Registration No.	Registration Date	Status
Inter-Con Security Systems, Inc.	 INTER-CON SECURITY	88077571	8/14/18	5720783	4/9/19	Registered
Inter-Con Security Systems, Inc.	INTER-CON SECURITY	88077573	8/14/18	5720784	4/9/19	Registered