

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI29162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTES TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SECURAMERICA LLC		04/05/2021	Limited Liability Company: GEORGIA
CHAMPION NATIONAL SECURITY, INC.		04/05/2021	Corporation: TEXAS
MASTERMIND, INC.		04/05/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Company Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as notes collateral agent		
Street Address:	1100 North Market Street, Suite 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2444525	ERMC MAINTAINING YOUR WORLD	
Registration Number:	2444526	ERMC MAINTAINING YOUR WORLD	
Registration Number:	5309773		
Registration Number:	3916049	CHAMPION NATIONAL SECURITY	
Registration Number:	4976112	P	
Registration Number:	4967350	PATROL PRO SECURITY SURVEILLANCE MONITORING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<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:	2123732619		
Email:	kshmorhun@paulweiss.com,rlyne@paulweiss.com		
Correspondent Name:	Katerina Shmorhun		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		

CH \$165.00.00 76046020

ATTORNEY DOCKET NUMBER:	024345-00001
NAME OF SUBMITTER:	Katerina Shmorhun
SIGNATURE:	Katerina Shmorhun
DATE SIGNED:	02/22/2024

Total Attachments: 5

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NOTES TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2021 (this “Agreement”), among SECURAMERICA LLC, CHAMPION NATIONAL SECURITY, INC. and MASTERMIND, INC. (each a “Grantor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “Notes Collateral Agent”).

Reference is hereby made to that certain Indenture dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) among ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Company” or the “Issuer”), ALLIED UNIVERSAL FINANCE CORPORATION, a Delaware corporation (the “Co-Issuer”, together with the Issuer, the “Issuers”), the guarantors from time to time party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Trustee and as Notes Agent, and that certain Notes Collateral Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Issuers, the Grantors party thereto and the Notes Collateral Agent. Issuer and will derive substantial benefits from the issuance of the Notes pursuant to the Indenture. Accordingly, 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 Indenture and the Collateral Agreement, as applicable. 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 security for the payment or performance, as the case may be, in full of the Notes Obligations, each Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as a present assignment of any Trademark or Trademark application. 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, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form, reasonably requested by each Grantor to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark 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 5. Counterparts. 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 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is executing this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein.


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

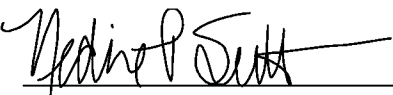
**CHAMPION NATIONAL SECURITY, INC.,
MASTERMIND, INC.,**
each as a Grantor

By: 
Name: David I. Buckman
Title: Secretary

SECURAMERICA LLC,
each as a Grantor


By: 
Name: David I. Buckman
Title: Executive Vice President, General
Counsel and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Nedine P. Sutton
Title: Vice President

Schedule I

United States Registered and Applied-For Trademarks

Owner	Trademark Title	Jurisdiction	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
SecurAmerica LLC	ERMC MAINTAINING YOUR WORLD	U.S.	2,444,525	April 17, 2001	76,046,020	May 12, 2000
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Champion National Security, Inc.		U.S.	5,309,773	October 17, 2017	87,344,028	February 21, 2017
Champion National Security, Inc.	CHAMPION NATIONAL SECURITY	U.S.	3,916,049	February 8, 2011	77,960,573	March 16, 2010
Mastermind, Inc.	P & Design	U.S.	4976112	06/14/2016	86577128	03/26/2015
Mastermind, Inc.	PATROL PRO Security Surveillance Monitoring System & Design	U.S.	4967350	05/31/2016	86577123	03/26/2015

TRADEMARK

REEL: 008351 FRAME: 0789

RECORDED: 02/22/2024