

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI29398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTES TRADEMARK SECURITY AGREEMENT (2021)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adesta LLC		10/20/2021	Limited Liability Company: DELAWARE
G4S Retail Solutions (USA) Inc.		10/20/2021	Corporation: DELAWARE
Wackenhut U.S. Properties Inc.		10/20/2021	Corporation: DELAWARE
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: 12			
Property Type	Number	Word Mark	
Serial Number:	87258067	ADESTA	
Serial Number:	87547507		
Serial Number:	88527673	CLEARs	
Serial Number:	88033986	ECATS	
Serial Number:	88779364	KOYUS	
Serial Number:	88779368	KOYUS	
Serial Number:	87583702	ECAS	
Serial Number:	76509706	ANYTHING2SAY	
Serial Number:	74549875	CUSTOM PROTECTION OFFICER	
Serial Number:	76508794	SAFE2SAY	
Serial Number:	87009572	SECURE TRAX	
Serial Number:	86241892	WACKENHUT	
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$315.00.00 87258067

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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

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

Total Attachments: 7
source=Trademark Security Agreement (2021 Notes) - Allied (executed)_80862587_3(18684254.1)#page1.tif
source=Trademark Security Agreement (2021 Notes) - Allied (executed)_80862587_3(18684254.1)#page2.tif
source=Trademark Security Agreement (2021 Notes) - Allied (executed)_80862587_3(18684254.1)#page3.tif
source=Trademark Security Agreement (2021 Notes) - Allied (executed)_80862587_3(18684254.1)#page4.tif
source=Trademark Security Agreement (2021 Notes) - Allied (executed)_80862587_3(18684254.1)#page5.tif
source=Trademark Security Agreement (2021 Notes) - Allied (executed)_80862587_3(18684254.1)#page6.tif
source=Trademark Security Agreement (2021 Notes) - Allied (executed)_80862587_3(18684254.1)#page7.tif

NOTES TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2021 (this “Agreement”), among Adesta LLC, G4S Retail Solutions (USA) Inc., Wackenhut U.S. Properties 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 May 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) among the Issuers, the LuxCo Co-Issuer (as defined therein), the guarantors from time to time party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Trustee and as Notes Collateral Agent, and that certain Collateral Agreement dated as of May 14, 2021 (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. Each Grantor is an Affiliate of the 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 the 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.

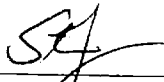
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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.

[Remainder of Page Intentionally Left Blank]

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

ADESTA LLC,
as a Grantor

By: 
Name: Steven S. Jones
Title: President

G4S RETAIL SOLUTIONS (USA) INC.,
as a Grantor

By: _____
Name: Brian McCabe
Title: President

WACKENHUT U.S. PROPERTIES, INC., as a
Grantor

By: _____
Name: Carmelo Sanjuan
Title: Vice President

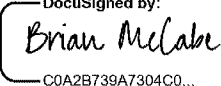
[Signature Page to Trademark Security Agreement]

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

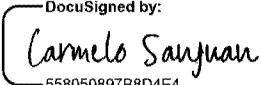
ADESTA LLC,
as a Grantor

By: _____
Name: Steven S. Jones
Title: President

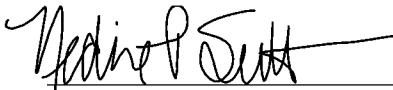
G4S RETAIL SOLUTIONS (USA) INC.,
as a Grantor

By:  _____
DocuSigned by:
COA2B739A7304C0...
Name: Brian McCade
Title: President

WACKENHUT U.S. PROPERTIES, INC., as a
Grantor

By:  _____
DocuSigned by:
558050897B8D4E4...
Name: Carmelo Sanjuan
Title: Vice President

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent


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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008351 FRAME: 0894

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
ADESTA	87258067	5419336	12/5/2016	3/6/2018	Registered	Adesta LLC
Design Only 	87547507	5644539	7/28/2017	1/1/2019	Registered	Adesta LLC
CLEARs	88527673	6159528	7/22/2019	9/22/2020	Registered	G4S Retail Solutions (USA) Inc.
ECATS	88033986	6034478	7/11/2018	4/14/2020	Registered	G4S Retail Solutions (USA) Inc.
KOYUS	88779364	6252826	1/30/2020	1/19/2021	Registered	G4S Retail Solutions (USA) Inc.
KOYUS	88779368	6258195	1/30/2020	1/26/2021	Registered	G4S Retail Solutions (USA) Inc.
RCS	90475284		1/19/2021		Pending Intent To Use	G4S Retail Solutions (USA) Inc.
ECAST	87583702	5897706	8/25/2017	10/29/2019	Registered	G4S Secure Integration LLC
ANYTHING2SAY	76509706	2909125	4/28/2003	12/7/2004	Registered	Wackenhut U.S. Properties, Inc.
CUSTOM PROTECTION OFFICER	74549875	2013017	7/15/1994	11/5/1996	Registered	Wackenhut U.S. Properties, Inc.
SAFE2SAY	76508794	2909122	4/23/2003	12/7/2004	Registered	Wackenhut U.S.

Trademark	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
						Properties, Inc.
SECURE TRAX	87009572	5253841	4/21/2016	8/1/2017	Registered	Wackenhut U.S. Properties, Inc.
WACKENHUT	86241892	5241795	4/3/2014	7/11/2017	Registered	Wackenhut U.S. Properties, Inc.