

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI162862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRALSQUARE TECHNOLOGIES, LLC		04/12/2024	Limited Liability Company: DELAWARE
SUPERION, LLC		04/12/2024	Limited Liability Company: DELAWARE
TRITECH SOFTWARE SYSTEMS		04/12/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	ARES CAPITAL CORPORATION, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1775734	IMPACT	
Registration Number:	2787721	ADVANCED PUBLIC SAFETY	
Registration Number:	6367505	FDM	
Registration Number:	6275295	NEARME	
Registration Number:	5227598	APS ADVANCED PUBLIC SAFETY	
Registration Number:	2620517	ASYST	
Registration Number:	5979073	CENTRALSQUARE	
Registration Number:	4152537	DISPATCHNOW	
Registration Number:	4068641	LUCITY	
Registration Number:	2284471	CRIMES	
Registration Number:	2278226	MOBILEFLASH	
Registration Number:	2957697	PLUS SERIES	
Registration Number:	5788290	SUPERION	
Registration Number:	4972536	TRAKIT	
Registration Number:	3267515	CRIMEVIEW	

OP \$665.00.00 74050078

Property Type	Number	Word Mark
Registration Number:	2466751	PUBLIC SAFETY SUITE
Registration Number:	3285634	TRITECH
Registration Number:	3285635	TRITECH SOFTWARE THAT SAVES LIVES
Registration Number:	2479984	VISIONAIR
Registration Number:	4888680	METROALERT
Registration Number:	4497133	VISUALALERT
Registration Number:	4428899	A
Registration Number:	4574382	METRO TECHNOLOGY SERVICES, INC.
Registration Number:	2083234	ALERT
Serial Number:	88773978	CLINICALLINK
Serial Number:	98224790	JURISDICTION ONLINE

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2330385 TM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	04/12/2024

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 12, 2024 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Ares Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of April 12, 2024 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, CentralSquare Technologies, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the Payment in Full of all of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, and (iv) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page to Trademark Security Agreement]

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks, the CIPO and any other applicable government office record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Pledgors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

PLEDGORS:

CENTRALSQUARE TECHNOLOGIES, LLC,
a Delaware limited liability company
SUPERION, LLC,
a Delaware limited liability company
TRITECH SOFTWARE SYSTEMS,
a California corporation


By: _____

Name: Barry Medintz

Title: Secretary

[Signature Page to Trademark Security Agreement]

ARES CAPITAL CORPORATION,
as Collateral Agent

By:  _____

Name: SCOTT LEM

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008396 FRAME: 0631

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
IMPACT	U.S. Federal	74050078	1775734	11-APR-1990	08-JUN-1993	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
ADVANCED PUBLIC SAFETY	U.S. Federal	76467318	2787721	15-NOV-2002	25-NOV-2003	REGISTERED Supplemental Register	CENTRAL SQUARE TECHNOLOGIES, LLC
CLINICALLINK	U.S. Federal	88773978		27-JAN-2020		PENDING	CENTRAL SQUARE TECHNOLOGIES, LLC
FDM	U.S. Federal	88773991	6367505	27-JAN-2020	01-JUN-2021	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
NEARME	U.S. Federal	88773955	6275295	27-JAN-2020	23-FEB-2021	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
APS ADVANCED PUBLIC SAFETY	U.S. Federal	87236161	5227598	14-NOV-2016	20-JUN-2017	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
ASYST	U.S. Federal	76247471	2620517	28-APR-2001	17-SEP-2002	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
CENTRAL SQUARE	U.S. Federal	88103706	5979073	04-SEP-2018	04-FEB-2020	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
DISPATCHNOW	U.S. Federal	85144275	4152537	04-OCT-2010	05-JUN-2012	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC

Trademark	Jurisdiction	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
JURISDICTION ONLINE	U.S. Federal	98224790		16-OCT-2023		PENDING	CENTRAL SQUARE TECHNOLOGIES, LLC
LUCITY	U.S. Federal	85247644	4068641	21-FEB-2011	06-DEC-2011	REGISTERED	TRITECH SOFTWARE SYSTEMS
CRIMES	U.S. Federal	75335579	2284471	04-AUG-1997	12-OCT-1999	REGISTERED	SUPERION, LLC
MOBILEFLASH	U.S. Federal	75600785	2278226	07-DEC-1998	14-SEP-1999	REGISTERED	SUPERION, LLC
PLUS SERIES	U.S. Federal	76534894	2957697	23-JUL-2003	31-MAY-2005	REGISTERED	SUPERION, LLC
SUPERION	U.S. Federal	87378198	5788290	20-MAR-2017	25-JUN-2019	REGISTERED	SUPERION, LLC
TRAKIT	U.S. Federal	86782467	4972536	08-OCT-2015	07-JUN-2016	REGISTERED	SUPERION, LLC
CRIMEVIEW	U.S. Federal	77009591	3267515	28-SEP-2006	24-JUL-2007	REGISTERED	TRITECH SOFTWARE SYSTEMS
PUBLIC SAFETY SUITE	U.S. Federal	75695824	2466751	30-APR-1999	03-JUL-2001	REGISTERED Supplemental Register	TRITECH SOFTWARE SYSTEMS
TRITECH	U.S. Federal	78705582	3285634	01-SEP-2005	28-AUG-2007	REGISTERED	TRITECH SOFTWARE SYSTEMS
TRITECH SOFTWARE THAT SAVES LIVES	U.S. Federal	78705596	3285635	01-SEP-2005	28-AUG-2007	REGISTERED	TRITECH SOFTWARE SYSTEMS

Trademark	Jurisdiction	Application Number	Registration Number	Application Filing Date	Registration Date	Status	Owner
VISIONAIR	U.S. Federal	76115450	2479984	23-AUG-2000	21-AUG-2001	REGISTERED	TRITECH SOFTWARE SYSTEMS
METROALERT	U.S. Federal	86631426	4888680	15-MAY-2015	19-JAN-2016	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
VISUALALERT	U.S. Federal	85903165	4497133	12-APR-2013	18-MAR-2014	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
A	U.S. Federal	85903175	4428899	12-APR-2013	05-NOV-2013	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
METRO TECHNOLOGY SERVICES, INC.	U.S. Federal	85903189	4574382	12-APR-2013	29-JUL-2014	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC
ALERT	U.S. Federal	75053189	2083234	05-FEB-1996	29-JUL-1997	REGISTERED	CENTRAL SQUARE TECHNOLOGIES, LLC

TRADEMARK

REEL: 008396 FRAME: 0634

CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner
CENTRAL SQUARE PUBLIC ADMINISTRATION GOVSQUARE SUITE	Canada	2288034	International Registration Number: 1756491	2023-09-21		Filed	CENTRAL SQUARE TECHNOLOGIES, LLC
CENTRAL SQUARE PUBLIC SAFETY PROTECT SUITE	Canada	2289272	International Registration Number: 1757471	2023-09-21		Filed	CENTRAL SQUARE TECHNOLOGIES, LLC
FDM	Canada	2008622		2020-01-29		Filed	CENTRAL SQUARE TECHNOLOGIES, LLC
SUPERION	Canada	1780823	TMA998,127	2016-05-04	2018-06-05	Registered	SUPERION, LLC