

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Reliable Automatic Sprinkler Co. Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) New YorkExecution Date(s) 8/28/2012Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ NoName: JPMorgan Chase Bank, N.A. as administrative agent

Internal

Address: _____

Street Address: 270 Park Avenue, 44th FloorCity: New YorkState: New YorkCountry: USAZip: 10017☒ Association Citizenship U.S.A.☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☐ Other ☐ CitizenshipIf assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road - Suite 101City: AlbanyState: New YorkZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: _____

Signature

Ikhwan A. Rafeek

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document. 8Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 398389

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrant	Description	Registration Date	Registration Number
Reliable Automatic Sprinkler Co. Inc.	RELIABLE	6-28-2011	3983894
Reliable Automatic Sprinkler Co. Inc.	RELIABLE and Design	6-28-2011	3983895
Reliable Automatic Sprinkler Co. Inc.	DESIGN PLUS WORDS	4-25-1961	0714319

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of August 28, 2012, is made by The Reliable Automatic Sprinkler Co. Inc., a New York corporation (the "**Grantor**"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "**Administrative Agent**") for the lenders (the "**Lenders**") party to the Credit Agreement referred to below.

WHEREAS, the Grantor and certain of its Affiliates (collectively, the "**Borrowers**") have entered into a Credit Agreement dated as of August 28, 2012 (the "**Credit Agreement**"), with the Administrative Agent, the Lenders and certain other agents for the Lenders.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of August 28, 2012, made by and among Grantor and certain of its Affiliates and the Administrative Agent (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Administrative Agent as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**");

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**THE RELIABLE AUTOMATIC
SPRINKLER CO. INC.**

By: FRANK J. FEET

Name: FRANK J. FEET

Title: PRESIDENT

Address for Notices:

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

Address for Notices:

Trademark Agreement

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**THE RELIABLE AUTOMATIC
SPRINKLER CO. INC.**

By: _____

Name: _____

Title: _____

Address for Notices:

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Mark Guccione

Title: Senior Vice President

Address for Notices:

Danna DiFurio
270 Park Avenue
New York NY 10017

Trademark Agreement

STATE OF NEW YORK
COUNTY OF WESTCHESTER) SS

The foregoing instrument was acknowledged before me this 27th day of AUGUST 2012, by FRANK STELL, a PRESIDENT of The Reliable Automatic Sprinkler Co. Inc., on behalf of said corporation.



Notary Public

My commission expires:

LORETTA DALTON
NOTARY PUBLIC, State of New York
No. 4937635
Qualified in Westchester County
Commission Expires July 25, 2014

Trademark Agreement

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrant	Description	Registration Date	Registration Number
Reliable Automatic Sprinkler Co. Inc.	RELIABLE	6-28-2011	3983894
Reliable Automatic Sprinkler Co. Inc.	RELIABLE and Design	6-28-2011	3983895
Reliable Automatic Sprinkler Co. Inc.	DESIGN PLUS WORDS	4-25-1961	0714319