

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire & Life Safety America, Inc.		02/17/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC as Administrative Agent		
Street Address:	300 South Wacker Drive		
Internal Address:	Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3904841	FLSA	
Registration Number:	3904973	FLSA FIRE AND LIFE SAFETY AMERICA PROTEC	
Registration Number:	3866018	FIRE AND LIFE SAFETY AMERICA	
Serial Number:	87205286	FIRE & LIFE SAFETY AMERICA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.326.3661		
Email:	awoliansky@jonesday.com, kbaird@jonesday.com		
Correspondent Name:	Michael W. Kobb		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	576818-620003		
NAME OF SUBMITTER:	Michael W. Kobb		
SIGNATURE:	/Michael W. Kobb/		
DATE SIGNED:	06/27/2017		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of February 17, 2017 by the entities listed on the signature pages hereof (collectively, "Grantors") in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (the "Administrative Agent") for the certain banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (defined below).

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among the Borrower, Administrative Agent and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Guarantee and Collateral Agreement dated as of the date hereof (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent a continuing security interest in, among other Collateral, certain Trademarks of the Grantors and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1 Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2 Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any "intent to use" trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, however, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

Section 3 Termination. Upon the termination of the Security Agreement or the termination or release of the Administrative Agent's security interest in any of the Trademark Collateral, the Administrative Agent shall execute, acknowledge, and deliver to all applicable Grantors an instrument in writing in recordable form releasing the pledge, assignment and grant of a security interest in all affected Trademark Collateral made pursuant to this Agreement.

Section 4 Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

Section 5 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.


Section 6 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

AGREED AND ACCEPTED:

TWIN BROOK CAPITAL PARTNERS, LLC, as
Administrative Agent

By: 
Name: David G. Givens
Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Fire & Life Safety America, Inc.	FLSA	Active	3904841	01/01/2011
U.S.	Fire & Life Safety America, Inc.	FLSA Fire and Life Safety America Protecting America	Active	3904973	01/11/2011
U.S.	Fire & Life Safety America, Inc.	Fire and Life Safety America	Active	3866018	10/19/2010
U.S.	Fire & Life Safety America, Inc.	Fire & Life Safety America (Applied)	Active	87205286	10/17/2016