

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BATES SECURITY, LLC		10/26/2017	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	2 Bethesda Metro Center, 7th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5150942	BATES SECURITY	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	twitcher@mcguirewoods.com		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	10/26/2017		
Total Attachments: 3			
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OP \$40.00 5150942

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

October 26, 2017

WHEREAS, BATES SECURITY, LLC, a Kentucky limited liability company (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of the date hereof, by and among the Grantor and the other loan parties from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION (the "Secured Party");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

BATES SECURITY, LLC

By: 

Name: Jeremy E. Bates

Title: President

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS]

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

REGISTERED AND UNREGISTERED TRADEMARKS

Trademark	Country / Jurisdiction	Application Number and Filing Date	Registration Number and Date	Class(es)
"Bates Security"	United States	87112687 July 22, 2016	5150942 February 28, 2017	International: 009, 037, 045 US: 021, 023, 026, 036, 038, 100, 101, 103, 106