

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wackenhut U.S. Properties, Inc.		10/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2909125	ANYTHING2SAY	
Registration Number:	2013017	CUSTOM PROTECTION OFFICER	
Registration Number:	2909122	SAFE2SAY	
Registration Number:	5253841	SECURE TRAX	
Registration Number:	5241795	WACKENHUT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	030786-1038		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/22/2021		

CH \$140.00 2909125

Total Attachments: 7

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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 CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement dated as of April 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among, inter alios, ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company (“Initial Holdings”), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Parent Borrower”), the other borrowers from time to time party thereto, the lenders and issuing banks from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of April 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Parent Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Credit Agreement 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 Secured Obligations, each Grantor hereby grants to the 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 Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form 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 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

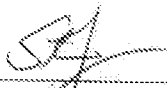
when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[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

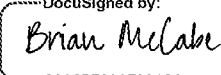
[Signature Page to Trademark Security Agreement]

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

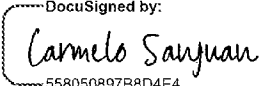
ADESTA LLC,
as a Grantor

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

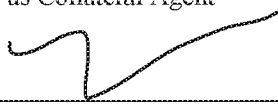
G4S RETAIL SOLUTIONS (USA) INC.,
as a Grantor

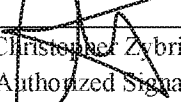
By:  _____
DocuSigned by:
COA2B739A7304C0...
Name: Brian McCabe
Title: President

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

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

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Whitney Gaston
Title: Authorized Signatory


By: 
Name: Christopher Zybrick
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007468 FRAME: 0431

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.

Trademark	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
SAFE2SAY	76508794	2909122	4/23/2003	12/7/2004	Registered	Wackenhut U.S. 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.