

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Ratification and Amendment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Reliable Automatic Sprinkler Co. Inc.		10/29/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 New York Plaza		
Internal Address:	Floor 17		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4991442	R	
Registration Number:	4827578	N-RACK-EC	
Registration Number:	5126699	RASCO	
Registration Number:	5983283	RASCOFLEX	
Serial Number:	90039699	RASCOFLEX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	results-uccteam6@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	11/16/2021		

OP \$140.00 4991442

Total Attachments: 7

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October 29, 2021

JPMORGAN CHASE BANK, N.A., as Administrative Agent
4 New York Plaza, Floor 17
New York, New York 10004
Attention: Mr. Stephen Marra

Re: Ratification and Amendment of Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement, dated August 28, 2012 (as amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Trademark Agreement"), executed by The Reliable Automatic Sprinkler Co. Inc., a New York corporation ("Grantor") in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent ("Administrative Agent") for the lenders party to the Restated Credit Agreement referred to below, which such Trademark Agreement was executed in connection with that certain Credit Agreement, dated August 28, 2012, by and among Grantor and certain of its affiliated entities (individually and collectively, with Grantor, "Existing Borrowers", and each individually an "Existing Borrower"), Administrative Agent, and the Lenders party thereto (the "Original Credit Agreement").

Reference is also made to (i) the Amended and Restated Credit Agreement, dated as of December 21, 2016, by and among Grantor and certain of its affiliated entities (individually and collectively, with Grantor, "Borrowers", and each individually a "Borrower"), Administrative Agent and the Lenders party thereto (as amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Restated Credit Agreement") which Restated Credit Agreement amended and restated in its entirety the Original Credit Agreement, (ii) the Pledge and Security Agreement, dated August 28, 2012, by and among Borrowers and Administrative Agent, as ratified and amended by that certain Ratification and Amendment of Pledge and Security Agreement, dated as of the date hereof, by Borrowers and Administrative Agent (as amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), and (iii) Amendment No. 4 to Amended and Restated Credit Agreement and Amendment No. 2 to Pledge and Security Agreement, dated as of the date hereof, by and among Borrowers, Administrative Agent and the other parties party thereto ("Amendment No. 4").

Grantor hereby (i) acknowledges and consents to the execution and delivery of Amendment No. 4 and (ii) ratifies, reaffirms and confirms the terms and provisions of the Trademark Agreement including, without limitation, the representations, warranties and covenants contained in the Trademark Agreement (except to the extent any such provision specifically relates to an earlier date, in which case such provision is ratified, reaffirmed and confirmed as of such date).

Schedule I to the Trademark Agreement is hereby amended to include the information set forth on Exhibit A hereto and the Trademarks listed on Exhibit A hereto are deemed to be included within the definition of Trademarks set forth in the Trademark Agreement and all other Loan Documents.

Except as specifically set forth herein, no other modifications or amendments to the Trademark Agreement are intended or implied, and in all other respects each of the Trademark Agreement shall continue in full force and effect in accordance with its terms as of the date hereof.

Nothing in this agreement shall be deemed to prejudice, waive, compromise, discharge or otherwise affect any and all claims, security interests, rights and remedies which Administrative Agent now has or may hereafter have against any person not a party hereto or any of such person's assets, under applicable law or otherwise, all of which are hereby expressly reserved.

This agreement constitutes a continuing obligation and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of and be enforceable by Administrative Agent and the Lenders and their respective successors, endorsees, transferees and assigns.

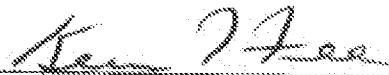
Grantor hereby agrees that it shall, from time to time, execute and deliver any and all additional and/or supplemental instruments, and do such other acts and things, as may be necessary or desirable to affect the purposes of this agreement, and the consummation of the transactions contemplated hereby.

This agreement sets forth the entire agreement and understanding of Grantor and Administrative Agent with respect to the matters set forth herein, and supersedes any and all prior agreements and understandings of the parties hereto with respect to the foregoing, and this agreement cannot be changed, modified, amended or terminated except in writing executed by the party to be charged.

[SIGNATURE PAGES FOLLOW]

Very truly yours,

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

By: 
Name: Kevin T. Fee
Title: President

[Signatures Continued on Following Page]

Signature Page to Ratification of Trademark Security Agreement

**TRADEMARK
REEL: 007495 FRAME: 0781**

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: Stephen Marra

Name: Stephen Marra

Title: Authorized officer

Signature Page to Ratification of Trademark Security Agreement

TRADEMARK

REEL: 007495 FRAME: 0782

Exhibit A
to
Ratification and Amendment of Trademark Security Agreement

Trademark Registrations

Country/Area of Registration	Registrant	Description	Registration Date	Registration Number
US	The Reliable Automatic Sprinkler Co. Inc.	Letter "R" with solid horizontal lines above and below	Jul. 5, 2016	4991442
US	The Reliable Automatic Sprinkler Co. Inc.	The word "Reliable" with one line above and one line below	Jun. 28, 2011	3983895
US	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "Reliable"	Jun. 28, 2011	3983894
Canada	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "N-RACK-EC"	Oct. 30, 2015	1663727
US	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "N-RACK-EC"	Oct. 6, 2015	4827578
Canada	The Reliable Automatic Sprinkler Co. Inc.	Work mark on "Reliable"	Aug. 15, 1980	TMA249425
US	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "RASCO"	Jan. 24, 2017	5126699
US	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "RASCOFLEX"	Feb. 11, 2020	5983283

Trademark Applications

Country/Area of Registration	Applicant	Description	Application Date	Application Number
Canada	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "RASCO"	July 7, 2020	2038346
Canada	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "RASCOFLEX"	July 7, 2020	2038345
Canada	The Reliable Automatic Sprinkler Co. Inc.	Word "Reliable" and Design (Color) New Script	July 7, 2020	2038347
US	The Reliable Automatic Sprinkler Co. Inc.	Word mark on "RASCOFLEX"	July 7, 2020	90/039699