

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vipond Inc.		01/03/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	1615 Brett Road		
Internal Address:	OPS III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75072037	FIRST FOR FIRE PROTECTION	
Serial Number:	75072028	VIPOND	
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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049133-0518		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/03/2022		
Total Attachments: 6			
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of January 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Citibank, N.A., as Collateral Agent (as defined below) for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of October 1, 2019 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of October 22, 2020, and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among APi Group DE, Inc. (the "Initial Borrower"), a Delaware corporation, APi Group Corporation, a Delaware corporation ("Holdings"), the Guarantors from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and Citibank, N.A., as administrative agent and collateral agent (in such capacity and together with its successors, the "Collateral Agent") and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to that certain Pledge and Security Agreement dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") made by each of the Grantors and the other grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith,

whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

APi Group, Inc.,
as Grantor

By:  _____
Name: Kevin Krumm
Title: Chief Financial Officer

Vipond Inc.,
as Grantor

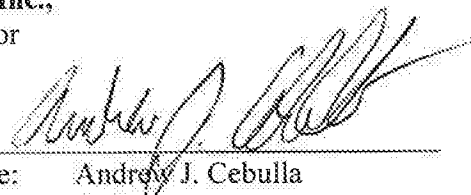
By: _____
Name: Andrew J. Cebulla
Title: Assistant Treasurer

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

API Group, Inc.,
as Grantor

By: _____
Name: Kevin Krumm
Title: Chief Financial Officer

Vipond Inc.,
as Grantor

By:  _____
Name: Andrew J. Cebulla
Title: Assistant Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007547 FRAME: 0826

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent


Name: [Redacted]
Title: President
Phone: 212-310-5566

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007547 FRAME: 0827

SCHEDULE I to
the Trademark Security Agreement

TRADEMARK/SERVICE MARK REGISTRATIONS AND APPLICATIONS

Grantor	Title	Application Number Application Date	Registration Number Registration Date	Status
APi Group, Inc.	BUILDING GREAT LEADERS	88772217 January 24, 2020	6126482 August 11, 2020	Registered August 11, 2020
VIPOND INC.	FIRST FOR FIRE PROTECTION	75072037 March 13, 1996	2278610 September 21, 1999	Renewed October 22, 2019
VIPOND INC.	VIPOND	75072028 March 13, 1996	2086643 August 5, 1997	Renewed September 8, 2017