

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CROKER FIRE DRILL CORPORATION		06/08/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4378966	CROKER	
<b>Registration Number:</b>	3108142	HANDPLAN	
<b>Registration Number:</b>	4442436	THE FIRE AND LIFE SAFETY PROFESSIONALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	11668.506		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	06/08/2022		
<b>Total Attachments: 6</b>			

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Ares Capital Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of May 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement.

### GRANT OF SECURITY INTEREST

As collateral security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties constituting Collateral that are 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 or interest (collectively, the “**Trademark Collateral**”); provided that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals

thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,

all rights corresponding to the foregoing throughout the world, and

to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

## **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 Security Agreement, and the 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 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 Security Agreement, the provisions of the Security Agreement shall control.

## **RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

## **TERMINATION**

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

## **GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

## **COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed

counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

**CROKER FIRE DRILL CORPORATION**

By: *Kevin Maguire*  
Name: Kevin Maguire  
Title: President and Secretary


*[Signature Page to Trademark Security Agreement]*

**ARES CAPITAL CORPORATION,**  
as Collateral Agent

By:                     *Penni Roll*                      
Name: Penni Roll  
Title: Authorized signatory

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Serial Number	App. Date	Reg. Number	Reg. Date	Owner
	85745810	October 4, 2012	4378966	August 13, 2018	Croker Fire Drill Corporation
HANDPLAN	78561429	February 6, 2005	3108142	June 20, 2006	Croker Fire Drill Corporation
THE FIRE AND LIFE SAFETY PROFESSIONALS	85745896	October 4, 2012	4442436	December 3, 2013	Croker Fire Drill Corporation