

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star Safety Technologies, LLC		06/30/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East Ninth Street		
Internal Address:	18th Floor: Attn Regional Portfolio Manager		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	97130719	MICRO-STAR	
Registration Number:	5793424	X-FIRE	
Registration Number:	5134284	STAR CONSTELLATION	
Registration Number:	5115346	STAR CONSTELLATION	
Registration Number:	5043668	STAR AMERICAN MADE SINCE 1889	
Registration Number:	4754358	RAZOR	
Registration Number:	5423984	PHAZER	
Registration Number:	4160096	STARSIGNAL VEHICLE PRODUCTS	
Registration Number:	3908198	VERSA STAR	
Registration Number:	3904334	STAR HALO	
Registration Number:	4403882	STAR CONTOUR	
Registration Number:	3311922	M-TECH	
Registration Number:	3790673	LASER	
Registration Number:	3501678	AEROSTAR	
Registration Number:	3155680	SIGNAL VEHICLE PRODUCTS	
Registration Number:	3026130	STAR RAZOR	
Registration Number:	2947427	STAR SABRE	
Registration Number:	2881175	STAR PHANTOM	

OP \$690.00 97130719

Property Type	Number	Word Mark
Registration Number:	2762641	STAR INTERCEPTOR
Registration Number:	1959371	STAR BAR
Registration Number:	1942298	STAR WARNING SYSTEMS
Registration Number:	1919396	STAR MINI-BARS
Registration Number:	1916353	STAR ALARM
Registration Number:	1916188	STAR-PAK
Registration Number:	1437160	STAR STROBE
Registration Number:	1276812	STAR SINCE 1889
Registration Number:	3790674	STAR LASER

CORRESPONDENCE DATA

Fax Number:

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.

Email: squimby@fbtlaw.com
Correspondent Name: Samantha M. Quimby
Address Line 1: 10 West Broad Street
Address Line 2: Suite 2300
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Samantha M. Quimby
SIGNATURE:	/samantha m quimby/
DATE SIGNED:	07/18/2023

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, STAR SAFETY TECHNOLOGIES, LLC, a limited liability company formed under the laws of the State of Indiana (the "Grantor"), hereby grants to JPMORGAN CHASE BANK, N.A., with an address at 1300 East Ninth Street, 18th Floor, Cleveland, Ohio 44114, Attn: Regional Portfolio Manager, as Administrative Agent for certain Lenders (the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademark registrations and applications (the "Trademarks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of the Trademarks, (c) all improvements and designs described and claimed therein and the right to make, use, sell and advertise for sale the same, (d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (e) all income, fees, royalties, damages, claims and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (f) the right to sue for past, present and future infringements thereof, (g) all goodwill and rights corresponding thereto throughout the world, and (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past, present or future infringement of the Trademarks, in each case consistent with the terms of the Security Agreement (as defined below). The foregoing shall constitute "Trademarks" and "Collateral" as defined in the Security Agreement and this grant is a "Confirmatory Grant" as defined therein. Notwithstanding anything to the contrary in this grant, nothing in this grant is intended to be or may be construed to be an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Collateral for purposes of this grant; provided however that upon the filing of "Statement to Use" with respect thereto, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Collateral. Grantor agrees to amend Schedule A to this grant upon request to include such trademarks or service marks that were subject to such Intent to Use Application

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made to secure the satisfactory performance and payment of the Secured Obligations, as such term is defined in the Pledge and Security Agreement among the Grantor, the other grantors party thereto, and the Grantee, dated as of March 28, 2019, recorded at Reel 6611/0167 on April 5, 2019 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Grantor confirms that Grantor is a party to such Security Agreement pursuant to a Joinder and Amendment No. 7 to Loan Documents among Grantor, Grantee, and certain affiliates of Grantor and Grantee dated as of April 17, 2023. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement. In the event that any provisions of this grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

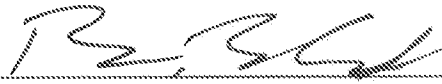
This grant may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 30 day of June, 2023.

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"GRANTOR"

STAR SAFETY TECHNOLOGIES, LLC

By: 
Brian Blanton
CFO and Treasurer

[Trademark Security Agreement]

TRADEMARK
REEL: 008136 FRAME: 0880

"GRANTEE"

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Sarah Zedalshek
Print Name: Sarah Zedalshek
Title: Authorized Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 008136 FRAME: 0881

Schedule A
Trademarks

4894-8280-5607v2

U.S. Trademarks

Serial Number	Reg. Number	Word Mark	Live/Dead	Class(es)
97130719		MICRO-STAR	LIVE	
88210997	5793424	X-FIRE	LIVE	9
86664509	5134284	STAR CONSTELLATION	LIVE	
86664469	5115346	STAR CONSTELLATION	LIVE	
86586963	5043668	STAR AMERICAN MADE SINCE 1889	LIVE	
86254170	4754358	RAZOR	LIVE	
86953623	5423984	PHAZER	LIVE	9
86254209		SABRE	DEAD	9
85310791	4160096	STARSIGNAL VEHICLE PRODUCTS	LIVE	
85106413	3908198	VERSA STAR	LIVE	
85053100	3904334	STAR HALO	LIVE	
85452777	4403882	STAR CONTOUR	LIVE	9
78803406	3311922	M-TECH	LIVE	9
77397276	3790674	STAR LASER	LIVE	
77397261	3790673	LASER	LIVE	
77398091	3501678	AEROSTAR	LIVE	9
77120857	3394205	STAR 2007	DEAD	11
77398061	3637486	SIGNAL VIDEO PRODUCTS	DEAD	9
76632433	3155680	SIGNAL VEHICLE PRODUCTS	LIVE	9
76618110	3026130	STAR RAZOR	LIVE	9
76564098	2947427	STAR SABRE	LIVE	9
76547758	2881175	STAR PHANTOM	LIVE	9
76379535	2762641	STAR INTERCEPTOR	LIVE	9
75097813	2177249	STARTRAK	DEAD	9
74552646	1959371	STAR BAR	LIVE	9
74553137	1942298	STAR WARNING SYSTEMS	LIVE	9
74552645	1919396	STAR MINI-BARS	LIVE	9
74553143	1916353	STAR ALARM	LIVE	12
74552827	1916188	STAR-PAK	LIVE	9
74553145	1964700	STAR STIK	DEAD	9
73687433	1490032	"Burst" logo	DEAD	
73614780	1437160	STAR STROBE	LIVE	9
73401478	1276813	STARLITE	DEAD	9
73401477	1276812	STAR SINCE 1889	LIVE	9
73400382	1285154	THE CONGER LANTERN	DEAD	11