

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minuteman Security Technologies, Inc.		08/02/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Administrative Agent		
Street Address:	110 North Wacker Drive, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97782282	MINUTEMAN SECURITY & LIFE SAFETY	
Serial Number:	97782284		
Serial Number:	97782279	MINUTEMAN SECURITY & LIFE SAFETY	
Serial Number:	86883551		
Serial Number:	86883542	VIGILANCE	
Serial Number:	86883553	VIGILANCE EMERGENCY NOTIFICATION SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	08/03/2023		

CH \$165.00 97782282

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2023, is made by MINUTEMAN SECURITY TECHNOLOGIES, INC., a Massachusetts corporation (“Grantor”), in favor of CRESCENT AGENCY SERVICES LLC (“Crescent”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 2, 2023 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among (a) MM Holdco, Inc., a Delaware corporation, as the initial Borrower (prior to giving effect to the Closing Date Acquisition and Borrower Assumption, “Initial Borrower” and, after giving effect to the Closing Date Acquisition and Borrower Assumption, “Holdings”), (b) after giving effect to the Closing Date Acquisition and Borrower Assumption, Grantor (the “Successor Borrower”), (c) the other Loan Parties from time to time party thereto, (d) Crescent, as Administrative Agent for the financial institutions party thereto from time to time as “Lenders” (the “Credit Agreement”) and (e) the Lenders from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Letter of Credit Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein or in the Guaranty and Security Agreement, the Trademark Collateral shall not include any Excluded Property.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

**MINUTEMAN SECURITY TECHNOLOGIES,
INC.**, a Massachusetts corporation

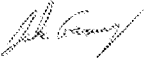
By: 
Name: Perrin Monroe
Title: Treasurer

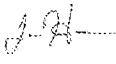
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 008156 FRAME: 0161**

ACCEPTED AND AGREED
as of the date first above written:

CRESCENT AGENCY SERVICES LLC, as Administrative Agent
By: Crescent Capital Group LP, its Managing Member

By: 
Name: Jake Garmey
Title: Managing Director



By: 
Name: Jake Hixon
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008156 FRAME: 0162

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks and Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
MINUTEMAN SECURITY & LIFE SAFETY	97782282	2/06/23	N/A	N/A	Pending
 Design Only	97782284	2/06/23	N/A	N/A	Pending
MINUTEMAN SECURITY & LIFE SAFETY	97782279	2/06/23	N/A	N/A	Pending
 Design Only	86883551	1/22/16	5035628	9/06/16	Registered
VIGILANCE	86883542	1/22/16	5035627	9/06/16	Registered
VIGILANCE EMERGENCY NOTIFICATION SYSTEM	86883553	1/22/16	5035629	9/06/16	Registered