

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI145778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lydia Security Monitoring, Inc.		02/14/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Capital One as Administrative Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	7th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5867509	ALARMCHAT	
Registration Number:	5925797	MYALARMCHAT	
CORRESPONDENCE DATA			
Fax Number:	2125453401		
<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:	2125921418		
Email:	bwerbin@herrick.com		
Correspondent Name:	Mr. Barry Werbin		
Address Line 1:	Herrick, Feinstein LLP		
Address Line 2:	2 Park Avenue		
Address Line 4:	New York, NEW YORK 10520		
ATTORNEY DOCKET NUMBER:	21504-0001		
NAME OF SUBMITTER:	BARRY WERBIN		
SIGNATURE:	BARRY WERBIN		
DATE SIGNED:	04/04/2024		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated February 14, 2024, is made by Lydia Security Monitoring, Inc., a New York corporation, as debtor (the "Borrower", and together with any other persons or entities that from time to time become parties hereto as debtors, individually and collectively, the "Debtor"), in favor of Capital One, National Association, having an address at 2 Bethesda Metro Center, 7th Floor, Bethesda, Maryland 20814, as Administrative Agent for lenders (the "Lenders") from time to time party to the Credit Agreement described below (the "Secured Party").

WHEREAS, the Debtor entered into that certain Credit Agreement, dated as of May 21, 2019, by Borrower, the other Credit Parties (as defined therein) from time to time party thereto, the lenders from time to time party thereto and Administrative Agent (as amended prior to the date hereof, the "Original Credit Agreement");

WHEREAS, in connection with the Original Credit Agreement, the Debtor executed and delivered that certain Security Agreement made by the Debtor to the Secured Party dated as of May 21, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Original Security Agreement") and that certain Intellectual Property Security Agreement made by Debtor to the Secured Party, dated as of May 21, 2019 and recorded with the United States Patent and Trademark Office in Reel 6652 and Frame 0122 (the "IP Security Agreement"). Terms defined in the IP Security Agreement and not otherwise defined herein are used herein as defined in the IP Security Agreement;

WHEREAS, the Original Credit Agreement is being amended and restated by that Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Debtor, the other Credit Parties from time to time party thereto, the Lenders and the Secured Party;

WHEREAS, the Debtor has executed and delivered that certain Reaffirmation of and Omnibus Amendment to Collateral Documents, dated as of the date hereof (the "Reaffirmation"), which amends certain terms of and reaffirms Debtor's obligations under the Original Security Agreement (the Original Security Agreement as amended by the Reaffirmation and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Debtor hereby acknowledges and confirms the grant of a security interest to the Secured Party under the Security Agreement and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

(i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");

(ii) Any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) Any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule 3.5 to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

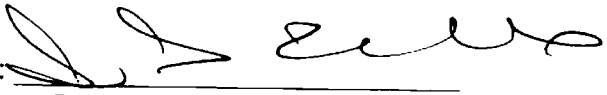
SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

[SIGNATURE PAGE FOLLOWS]

[Signature page to Intellectual Property Security Agreement Supplement]

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LYDIA SECURITY MONITORING, INC.

By: 

Name: Ira D. Riklis

Title: Chief Executive Officer

Address for Notices:

Lydia Security Monitoring, Inc.
Monroe Business Estates, Bldg. F
1041 Glassboro Road
P.O. Box 836
Williamstown, NJ 08094
Telecopier No.: 607-629-4043
Attention: Daniel Barbera

Schedule B

Trademarks

Trademark: ALARMCHAT
Registration Date: September 24, 2019
Registration Number: 5,867,509

Trademark: MYALARMCHAT
Registration Date: Dec. 3, 2019
Registration Number: 5,925,797

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