

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5207928

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
U.S. SECURITY ASSOCIATES, INC.	10/26/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
<b>Street Address:</b>	ELEVEN MADISON AVENUE, 6TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7286048
<b>Patent Number:</b>	7289023
<b>Patent Number:</b>	9261951
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<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>	614-280-3566
<b>Email:</b>	james.murray@wolterskluwer.com, ECarrera@cahill.com
<b>Correspondent Name:</b>	JAMES MURRAY
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY, SUITE 125
<b>Address Line 2:</b>	CT CORPORATION
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	10/26/2018
<b>Total Attachments: 6</b>	
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FIRST LIEN PATENT SECURITY AGREEMENT, dated as of October 26, 2018 (this “Agreement”), among U.S. SECURITY ASSOCIATES, INC. (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to (i) that certain Amended and Restated First Lien Credit Agreement, dated as of August 1, 2016 (as amended pursuant to that certain Incremental Amendment, dated as of April 19, 2017, and that certain Incremental and Extension Amendment, dated as of October 26, 2018, and as further amended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Allied Universal Topco LLC, a Delaware limited liability company (“Holdings”), Allied Universal Holdco LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and Credit Suisse AG, as First Lien Administrative Agent and (ii) that certain First Lien Collateral Agreement, dated as of July 28, 2015 (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to the Patents listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to release and evidence the release of the collateral pledge, lien and security interest in the Patent Collateral under this Agreement.

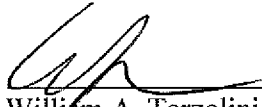
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


U.S. SECURITY ASSOCIATES, INC., as  
Grantor

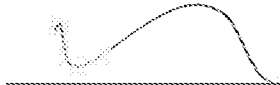
By:   
Name: William A. Torzolini  
Title: Chief Financial Officer

*[Signature Page to First Lien Patent Security Agreement]*

**PATENT**  
**REEL: 047332 FRAME: 0491**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as First Lien  
Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Whitney Gaston  
Title: Authorized Signatory

Schedule I

#	Title	Patent No.	Registration Date
1.	Supervised Guard Tour Systems and Methods	7,286,048	10/23/07
2.	Supervised Guard Tour Tracking Systems and Methods	7,289,023	10/30/07
3.	Systems and Methods for Managing Security Data	9,261,951	2/16/16