

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5212182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN NOTES SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
U.S. SECURITY ASSOCIATES, INC.			10/26/2018
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES		
Street Address:	110 EAST 59TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7286048		
Patent Number:	7289023		
Patent Number:	9261951		
CORRESPONDENCE DATA			
Fax Number:	(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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT CORPORATION		
Address Line 1:	4400 EASTON COMMONS WAY		
Address Line 2:	SUITE 125		
Address Line 4:	COLUMBUS, OHIO 43219		
NAME OF SUBMITTER:	ELAINE CARRERA		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/30/2018		
Total Attachments: 6			
source=Notes Patent Security Agreement [U.S. Security Associates, Inc.] (Executed)#page1.tif			
source=Notes Patent Security Agreement [U.S. Security Associates, Inc.] (Executed)#page2.tif			
source=Notes Patent Security Agreement [U.S. Security Associates, Inc.] (Executed)#page3.tif			
source=Notes Patent Security Agreement [U.S. Security Associates, Inc.] (Executed)#page4.tif			

source=Notes Patent Security Agreement [U.S. Security Associates, Inc.] (Executed)#page5.tif

source=Notes Patent Security Agreement [U.S. Security Associates, Inc.] (Executed)#page6.tif

SECOND LIEN NOTES PATENT SECURITY AGREEMENT, dated as of October 26, 2018 (this "Agreement"), among U.S. SECURITY ASSOCIATES, INC. (the "Grantor") and CANTOR FITZGERALD SECURITIES, as Noteholder Representative (in such capacity, the "Noteholder Representative").

Reference is made to (a) the Second Lien Note Purchase Agreement dated as of August 1, 2016 (as amended pursuant to that certain Incremental Amendment dated as of October 26, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") among ALLIED UNIVERSAL HOLDCO LLC, as Issuer, ALLIED UNIVERSAL TOPCO LLC, as Holdings, the other parties from time to time party hereto and CANTOR FITZGERALD SECURITIES, as Noteholder Representative and (b) the Second Lien Notes Collateral Agreement dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Notes Collateral Agreement") among the Issuer, the other Grantors from time to time party thereto, Holdings and the Noteholder Representative. The Noteholders have purchased the Notes issued by the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Noteholders to purchase additional Notes and as consideration for Notes previously purchased. 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 Notes Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Notes 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 Noteholder Representative, 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. Notes Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Representative with respect to the Patent Collateral are more fully set forth in the Notes 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 Notes Collateral Agreement, the terms of the Notes Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Notes Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Noteholder Representative 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. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Noteholder Representative

pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties, including Liens and security interests granted to the First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Noteholder Representative hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the Intercreditor Agreements shall govern.


SECTION 6. 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 7. 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: Steven S. Jones
Title: Chief Executive Officer

[Signature Page to Second Lien Notes Patent Security Agreement]

PATENT
REEL: 047904 FRAME: 0386

CANTOR FITZGERALD SECURITIES, as
Noteholder Representative

By: 
Name: _____
Title: **Nils Horning**
Vice President

[Signature Page to Second Lien Notes Patent Security Agreement]

(Allie J. Williams)

PATENT
REEL: 047904 FRAME: 0387

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