

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5616153

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	U.S. SECURITY ASSOCIATES, INC.	07/12/2019
RECEIVING PARTY DATA		
Name:	CITIBANK, N.A.	
Street Address:	338 GREENWICH STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10013	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	7286048	
Patent Number:	7289023	
Patent Number:	8698625	
Patent Number:	9261951	
CORRESPONDENCE DATA		
Fax Number:	(212)446-4900	
<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>		
Email:	susan.zablocki@kirkland.com	
Correspondent Name:	SUSAN ZABLOCKI	
Address Line 1:	KIRKLAND & ELLIS LLP	
Address Line 2:	601 LEXINGTON AVENUE	
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ATTORNEY DOCKET NUMBER:	46968-1	
NAME OF SUBMITTER:	SUSAN ZABLOCKI	
SIGNATURE:	/susan zablocki/	
DATE SIGNED:	07/12/2019	
Total Attachments: 5		
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ABL PATENT SECURITY AGREEMENT, dated as of July 12, 2019 (this “Agreement”), among U.S. Security Associates, Inc. (the “Grantor”) and CITIBANK, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain ABL Credit Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company (“Initial Holdings”), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto and CITIBANK, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the 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 Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the 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 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 all Patents, including those 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. Collateral Agreement and ABL Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

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

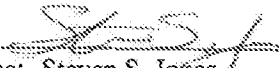
this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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


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

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

By: 
Name: Steven S. Jones
Title: President and Chief Executive Officer

CITIBANK, N.A., as Collateral Agent

By: 
Name: Christopher Marino
Title: Vice President and Director

[Signature Page to ABL Patent Security Agreement]

PATENT
REEL: 049738 FRAME: 0675

Schedule I

United States Issued and Applied-For Patents

Title	Assignee	Patent No.	Issued Date
Supervised Guard Tour System	U.S. Security Associates, Inc.	7286048	10/23/2007
Supervised Guard Tour Tracking Systems and Methods	U.S. Security Associates, Inc.	7289023	10/30/2007
Systems And Methods For Providing Security At A Vehicle Yard	U.S. Security Associates, Inc.	8698625	04/15/2014
Systems and Methods for Managing Security Data	U.S. Security Associates, Inc.	9261951	02/16/2016