

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5748136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GRUNAU COMPANY, INC.	10/01/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CITIBANK N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	1615 BRETT ROAD	
<b>Internal Address:</b>	OPS III	
<b>City:</b>	NEW CASTLE	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19720	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6059046
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)751-4864	
<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>	212-906-1216	
<b>Email:</b>	angela.amaru@lw.com	
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
<b>Address Line 1:</b>	885 THIRD AVENUE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	
<b>ATTORNEY DOCKET NUMBER:</b>	049133-0368	
<b>NAME OF SUBMITTER:</b>	ANGELA M. AMARU	
<b>SIGNATURE:</b>	/s/ Angela M. Amaru	
<b>DATE SIGNED:</b>	10/01/2019	
<b>Total Attachments: 5</b>		
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**PATENT SECURITY AGREEMENT**

PATENT SECURITY AGREEMENT dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), made by each of the signatories hereto other than the Collateral Agent (as defined below) (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of Citibank, N.A., as Collateral agent (as defined below) for (i) the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement dated as of October 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among APi Group DE, Inc. (the “Initial Borrower”), a Delaware corporation, J2 Acquisition Limited, a company limited by shares incorporated in the British Virgin Islands, the Guarantors from time to time party thereto, the Lenders and Citibank, N.A., as administrative agent and collateral agent (in such capacity and together with its successors, the “Collateral Agent”) and (ii) the other Secured Parties.

WHEREAS, Grantors are party to that certain Pledge and Security Agreement dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) made by each of the Grantors and the other grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest (collectively, the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations:

(i) all letters of patent of the United States, any other country, union of countries or any political subdivision of any of the foregoing, all reissues and extensions thereof, including any of the foregoing listed on Schedule I hereto,

(ii) all applications for letters of patent of the United States or any other country or union of countries or any political subdivision of any of the foregoing and all divisions, continuations and continuations-in-part thereof, including any of the foregoing listed on Schedule I hereto,

(iii) the right to, and to obtain, any reissues or extensions of the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringement of any of the foregoing, and

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Patent Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. APPLICABLE LAW. THIS PATENT SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one of more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

API GROUP, INC.

By: Thomas A. Lydon  
Name: Thomas A. Lydon  
Title: Chief Financial Officer

GRUNAU COMPANY, INC.

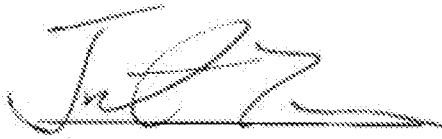
By: Thomas A. Lydon  
Name: Thomas A. Lydon  
Title: Secretary

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

**CITIBANK, N.A.,**  
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Justin Tichauer", written over a horizontal line.

Name: Justin Tichauer

Title: Managing Director and Vice President

SCHEDULE I to  
the Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

Patent No.	Filing Date	Title	Grantor
6,059,046	03-05-1998	Low Pressure Carbon Dioxide Fire Protection System for Semiconductor Fabrication Facility	Grunau Company, Inc.
9,731,740	03-29-2016	Cart for Loading Heavy Equipment into a Vehicle	APi Group, Inc.