

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5894694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
CORPORATE SAFE SPECIALISTS, LLC	12/20/2019
FIRE KING SECURITY PRODUCTS, LLC	12/20/2019
IMAGE VAULT, LLC	12/20/2019
FIRE KING COMMERCIAL SERVICES, LLC	12/20/2019
FK II, LLC	12/20/2019
FK III, LLC	12/20/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	500 FIRST AVENUE
<b>Internal Address:</b>	COMMERCIAL LOAN SERVICE CENTER
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219

**PROPERTY NUMBERS Total: 24**

Property Type	Number
Patent Number:	8348043
Patent Number:	6923127
Patent Number:	6966828
Patent Number:	7063252
Patent Number:	8356703
Patent Number:	6796415
Patent Number:	7216098
Patent Number:	7562031
Patent Number:	6862633
Patent Number:	6786009
Patent Number:	7591361
Patent Number:	6885281
Patent Number:	6724303
Patent Number:	7576633

PATENT

Property Type	Number
Patent Number:	7571833
Patent Number:	6421080
Patent Number:	9879469
Patent Number:	9915084
Patent Number:	9000916
Patent Number:	8794420
Patent Number:	9183692
Patent Number:	10354473
Application Number:	15844827
Application Number:	16378692

**CORRESPONDENCE DATA**

**Fax Number:** (215)832-5619

*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.*

**Phone:** 215-569-5619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** TIMOTHY D. PECSENYE (074658-15015)

**Address Line 1:** BLANK ROME LLP

**Address Line 2:** ONE LOGAN SQUARE, 8TH FLOOR

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 074658-15015

**NAME OF SUBMITTER:** TIMOTHY D. PECSENYE

**SIGNATURE:** /Timothy D. Pecsenye/

**DATE SIGNED:** 01/06/2020

**Total Attachments: 13**

source=(122355130)\_ (1)\_Amend 6 - AR Intellectual Property Security Agreement (PNC\_FKI) (EXECUTED)#page1.tif

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 20th day of December, 2019 by CORPORATE SAFE SPECIALISTS, LLC, a Delaware limited liability company ("CSS"), FIRE KING SECURITY PRODUCTS, LLC, an Indiana limited liability company ("FK Security"), IMAGE VAULT, LLC, an Indiana limited liability company ("Image Vault") FIRE KING COMMERCIAL SERVICES, LLC, an Indiana limited liability company ("FK Commercial"), FK II, LLC, a Delaware limited liability company ("FK II"), and FK III, LLC, a Delaware limited liability company ("FK III", and together with CSS, FK Security, Image Vault, FK Commercial and FK II, collectively, the "Grantors", and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantors (Grantors, together with any other Person joined as a borrower to the Loan Agreement (as defined below) from time to time, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and PNC, as Agent dated as of March 30, 2015 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extension of credit to be made to Borrowers by Lenders; and

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement; provided, that, no Grantor shall have granted a security interest in any Excluded Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (the "Intellectual Property Collateral"):

(i) each trademark, trademark application, copyright, copyright application patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks”, such copyrights and copyright applications, the “Copyrights” and such patents and patent applications, the “Patents”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary contained herein, the definition of “Intellectual Property Collateral” shall exclude any Excluded Assets, including, without limitation, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, copyrights and patents registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and owned by such Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Conflicts. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control. No right, power or remedy granted to Agent hereunder shall be exercised by Agent, and no direction shall be given by Agent, in contravention of the Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of Agent shall be subject to the terms of the Intercreditor Agreement. Furthermore, at all times

prior to the Discharge of Term Loan Obligations (as defined in the Intercreditor Agreement), Agent is authorized by the parties hereto to effect transfers of such Intellectual Property Collateral at any time in its possession (and any “control” or similar agreements with respect to such Intellectual Property Collateral) to Medley.

7. Governing Law. This Agreement, and all matters related hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws of the State of New York.

8. Amendment and Restatement. This Agreement amends and restates, but does not extinguish the obligations evidenced by, and is not a novation of, that certain Intellectual Property Security Agreement, dated as of March 30, 2015, by the Grantors and certain affiliates of Grantors in favor of Agent.

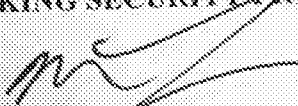
**[signatures to appear on following page]**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

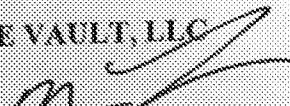
**CORPORATE SAFE SPECIALISTS,  
LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

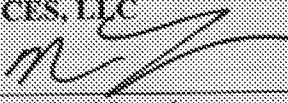
**FIRE KING SECURITY PRODUCTS,  
LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer


**IMAGE VAULT, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer


**FIRE KING COMMERCIAL  
SERVICES, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**FK II, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

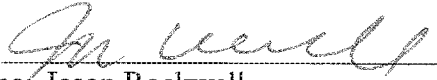
**FK III, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

(SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT)

Agreed and Accepted  
as of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Jason Rockwell  
Title: Vice President

(SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT)

**PATENT**  
**REEL: 051421 FRAME: 0289**



**SCHEDULE 1**

**U.S. COPYRIGHT REGISTRATIONS**

<b><u>Title</u></b>	<b><u>Date Applied</u></b>	<b><u>Nature of Authorship</u></b>	<b><u>Author</u></b>	<b><u>Claimant</u></b>	<b><u>Reg. Date / Reg. No.</u></b>
IVQUAD Source Code	10/2/2001	Software Program	Image Vault LLC	Image Vault LLC	10/12/2001 TX 5-766-505
Image Vault/ Image Playbac	1/24/2002	Computer Program	Image Vault LLC	Image Vault LLC	1/30/2002 TX 5-877-631
Image Vault/ Image Record	1/24/2002	Entire Computer Program	Image Vault LLC	Image Vault LLC	1/30/2002 TX 5-829-447
Image Vault	5/5/1999	Software Source Code	Lakeshore Software Inc.	Image Vault LLC	3/12/1998 TX 4-940-286

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b><u>Trademark</u></b>	<b><u>Owner of Record</u></b>	<b><u>Regist./Serial Number</u></b>	<b><u>Regist./Application Date</u></b>
Meilink (Stylized)	FK II, LLC (as assignee of Fire King International, LLC)	406424	April 4 1944
Bolt-O-Matic Dor-Gard	FK II, LLC (as assignee of Fire King International, LLC)	700111	June 28 1960
Duravault	FK II, LLC (as assignee of Fire King International, LLC)	1301215	Oct. 23 1984
Gibraltar	FK II, LLC (as assignee of Fire King International, LLC)	1527772	Mar. 7 1989
Sherlock (Stylized)	FK II, LLC (as assignee of Fire King International, LLC)	1927973	Oct. 17 1995

**U.S. TRADEMARK REGISTRATIONS  
AND APPLICATIONS**

<b><u>Trademark</u></b>	<b><u>Owner of Record</u></b>	<b><u>Regist./Serial Number</u></b>	<b><u>Regist./Application Date</u></b>
Adesco	Fire King Security Products LLC	1107005	Nov. 28 1978 Assigned
Adesco (Stylized)	Fire King Security Products LLC	2331456	Mar. 21 2000 Assigned
Meilink Centennial	Fire King Security Products LLC	2398546	Oct. 24 2000 Assigned
Dauntless	Fire King Security Products LLC	2398552	Oct. 24 2000 Assigned
Auditlok	Fire King Security Products LLC	2679610	Jan. 28, 2003
Perfect Cash	Fire King Security Products LLC	3024488	Dec.6 2005
AutoBank	Fire King Security Products LLC	3257618	July 3 2007
Image Vault	Image Vault LLC	2873971	Aug. 17 2004
ASCENT	FK II, LLC (as assignee of Fire King International, LLC)	4,978,791	June 14, 2016
BECAUSE IN RETAIL IT'S ALWAYS CASH O'CLOCK	FK III, LLC (as assignee of Fire King International, LLC)	5,463,214	May 8, 2018

**U.S. PATENTS  
AND PATENT  
APPLICATIONS**

<b><u>Patent/ Application No.</u></b>	<b><u>Patent Owner</u></b>	<b><u>Title of Patent</u></b>	<b><u>Issue Date</u></b>
8,348,043	Fire King Security Products LLC	Apparatus Having a Bill Validator & Method of Servicing the Apparatus	7/30/2004
6923127	Fire King Security Products LLC	Anti-prying Device For Use with a Safe	Aug. 2 2005
6966828	Fire King Security Products LLC	Money Tube & Assoc. Dispensing Units (Continuation of Centralized Electronic Safe & Accounting Control System)	Nov. 22 2005
7063252	Fire King Security Products LLC	Centralized Electronic Safe & Accounting Control System	June 20 2006

**U.S. PATENTS  
AND PATENT  
APPLICATIONS**

<b><u>Patent/ Application No.</u></b>	<b><u>Patent Owner</u></b>	<b><u>Title of Patent</u></b>	<b><u>Issue Date</u></b>
8,356,703	FK II, LLC (as assignee of FKI Security Group, LLC)	Drop Safe w/Access to Interior Components	10/15/2004
6796415	FK II, LLC (as assignee of FKI Security Group, LLC)	Loose Coin & Rolled Coin Dispenser	9/28/2004
7216098	FKI Security Group LLC	Electronic Transmission & Tracking of Deposit Info	05/08/2007
7562031	FK II, LLC (as assignee of FKI Security Group, LLC)	Electronic Transmission and Tracking of Deposit Information	07/14/2009
6862633	Image Vault LLC	N to 1 Intelligent Multiplexor	Mar. 1, 2005
6786009	Corporate Safe Specialists, LLC	Kit for Securable Enclosure	Sept. 7, 2004
7591361	Corporate Safe Specialists, LLC	Horizontal Coin Dispenser	Sept. 22, 2009
6885281	Corporate Safe Specialists, LLC	Method and apparatus for controlling a safe having an electronic lock	April 20, 2004
6724303	Corporate Safe Specialists, LLC	Method and apparatus for monitoring a safe	April 20, 2004
7576633	Corporate Safe Specialists, LLC	Method and apparatus for controlling a safe having an electronic lock	Aug. 18, 2009
7,571,833	Fire King Security Products, LLC	Bulk Coin Dispenser	August 11, 2009
6421080	Image Vault, LLC	Digital surveillance system with pre-event recording	July 16, 2002
9879469	Fire King Security Products, LLC	Centrally controlled safe management system	January 30, 2018
9915084	Fire King Security Products, LLC	Locking mechanism for safe and other secure storage apparatus	March 13, 2018
9000916	Fire King Security Products, LLC	Centrally Controlled Safe Management System	April 7, 2015
8794420	Fire King Security Products, LLC	Secure storage apparatus	August 5, 2014
9183692	Fire King Security Products, LLC	Secure storage apparatus	November 10, 2015

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**U.S. PATENTS  
AND PATENT  
APPLICATIONS**

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<b><u>Patent/ Application No.</u></b>	<b><u>Patent Owner</u></b>	<b><u>Title of Patent</u></b>	<b><u>Issue Date</u></b>
10354473	Fire King Security Products, LLC	Note verify	July 16, 2019
15/844,827	Fire King Security Products, LLC	Centrally controlled safe management system	
16/378,692	Fire King Security Products, LLC	Safe shielding	

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## POWER OF ATTORNEY

Dated December 20, 2019

Each of **CORPORATE SAFE SPECIALISTS, LLC**, a Delaware limited liability company ("CSS"), **FIRE KING SECURITY PRODUCTS, LLC**, an Indiana limited liability company ("FK Security"), **IMAGE VAULT, LLC**, an Indiana limited liability company ("Image Vault"), **FIRE KING COMMERCIAL SERVICES, LLC**, an Indiana limited liability company ("FK Commercial") **FK II, LLC**, a Delaware limited liability company ("FK II") and **FK III, LLC**, a Delaware limited liability company ("FK III", and together with CSS, FK Security, Image Vault, FK Commercial and FK II, collectively, the "Grantors", and each a "Grantor", hereby authorize **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), **PNC**, as agent for Lenders (in such capacity, "Agent") and Grantors (together with any Person joined thereto as a borrower from time to time, the "Borrowers" and each a "Borrower"), dated as of March 30, 2015 (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"); capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Amended and Restated Intellectual Property Security Agreement between Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "A&R Intellectual Property Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks, Copyrights and Patents (as defined in the A&R Intellectual Property Security Agreement) or additional trademarks, copyrights and patents in the United States Patent and Trademark Office, United States Copyright Office or other appropriate governmental office, as applicable, (b) to execute on behalf of Grantor a supplement to the A&R Intellectual Property Security Agreement, (c) to use the Trademarks, Copyrights and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the A&R Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the A&R Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations (excluding contingent indemnification Obligations for which no claim has then been made, Hedge Liabilities and Cash Management Liabilities permitted to remain outstanding and Letters of Credit that have been cash collateralized and/or backstopped to the satisfaction of the Issuer) have been paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

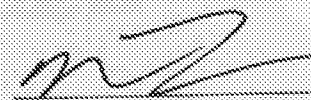
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IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

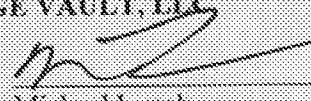
**CORPORATE SAFE SPECIALISTS,  
LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**FIRE KING SECURITY PRODUCTS,  
LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

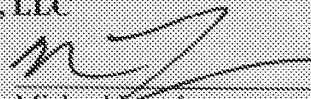
**IMAGE VAULT, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer


**FIRE KING COMMERCIAL  
SERVICES, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**FK II, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

**FK III, LLC**

By:   
Name: Michael Lynch  
Title: Chief Financial Officer

(SIGNATURE PAGE TO POWER OF ATTORNEY TO AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT)

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 20 of December, 2019, before me personally appeared Michael Lynds to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Corporate Safe Specialists, LLC, Fire King Security Products, LLC, Image Vault, LLC, Fire King Commercial Services, LLC, FK II, LLC, and FK III, LLC, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Bill Lynch  
Notary Public

My Commission Expires

12-15-21



(SIGNATURE PAGE TO POWER OF ATTORNEY TO AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT)

PATENT