PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6646263

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT - BRIDGE	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Execution Date
U.S. SECURITY ASSOCIATES, INC.	04/08/2021

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	7286048
Patent Number:	7289023
Patent Number:	8698625
Patent Number:	9261951

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 2129061216

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Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030786-1030	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	04/08/2021	

Total Attachments: 4

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PATENT SECURITY AGREEMENT, dated as of April 8, 2021 (this "<u>Agreement</u>"), among U.S. Security Associates, Inc. (the "<u>Grantor</u>") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is hereby made to that certain Credit Agreement dated as of April 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among, inter alios, ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the "Parent Borrower"), the other borrowers from time to time party thereto, and the lenders from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of April 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Parent 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. <u>Terms</u>. 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. <u>Grant of Security Interest</u>. 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 "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to all Patents, including those listed on Schedule I attached hereto (the "<u>Patent Collateral</u>"). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. <u>Collateral Agreement</u>. 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.

SECTION 4. <u>Termination</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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

Name. David I. Buckman

Title: Executive Vice President, General Counsel

and Secretary

REEL: 055926 FRAME: 0394

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By:

Name: Whitney Gaston Authorized Signatory Title:

By:

Title:

Name: Christophe Authorized Signatory

REEL: 055926 FRAME: 0395

Schedule I <u>United States Issued and Applied-For Patents</u>

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

RECORDED: 04/08/2021