

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6845818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIBERTY SAFE AND SECURITY PRODUCTS, INC.	08/03/2021
RECEIVING PARTY DATA	
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8689591
Application Number:	16053447
Application Number:	12749114
Application Number:	12749120
CORRESPONDENCE DATA	
Fax Number:	
<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:	12123186532
Email:	nahalbahri@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	200 PARK AVENUE
Address Line 2:	PAUL HASTINGS LLP
Address Line 4:	NEW YORK, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	95247.00061
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	08/03/2021
Total Attachments: 12	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 3, 2021** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 3, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including any royalties or income from the Copyright Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Copyrights**”).

(b) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Patent Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Patents**”).

(c) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and

applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the **“Trademarks”**).

Section 2. Recordation. Each Grantor authorizes and requests that the Registrar of Copyrights, the Commissioner of Patents and Trademarks, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LIBERTY SAFE AND SECURITY PRODUCTS,
INC.**, a Delaware corporation, as a Grantor

By: _____

Name: Justin Hillenbrand

Title: President

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 057153 FRAME: 0838

**MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Administrative Agent**

By: Alex Parmacek
Name: Alex Parmacek
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights, Copyright Applications

None.

Patents and Patent Applications

Patent Title	Publication No.	Application No.	Application Date & Priority Date	Status	Current Owner/Assignee
Personal Property Safe	US20110146359A1	US2010977305A	23-DEC-2010 23-DEC-2009	Alive	9G PRODUCTS INC.
Personal Property Safe	US8689591B2	US2010977305A	23-DEC-2010 23-DEC-2009	Alive	9G PRODUCTS INC.
Flat Pin Safe Lock System	US20200040623A1	US16053447A	02-AUG-2018 02-AUG-2018	Alive	LIBERTY SAFE AND SECURITY PRODUCTS INC.
Self-Balancing Locking Mechanism For Doors	US8347665B2	US2010749114A	29-MAR-2010 18-JAN-2010	Alive	LIBERTY SAFE AND SECURITY PRODUCTS INC.
Proportional Torque Shaft Clutch Assembly	US8943864B2	US2010749120A	29-MAR-2010 18-JAN-2010	Alive	LIBERTY SAFE AND SECURITY PRODUCTS INC.

Trademarks and Trademark Applications

Mark	Ser. No.	Reg. No.	Application Date and Registration Date	Status	Owner Name
LIBERTY SAFE HOME SECURITY	88817808	6171417	02-MAR-2020 06-OCT-2020	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
WITH RIGHTS COMES RESPONSIBILITY	88790969	6336239	10-FEB-2020 27-APR-2021	Published	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
EXPLORER	88732038		18-DEC-2019	Published	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
AMMO CAN	88336759	5851585	12-MAR-2019 03-SEP-2019	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
1776	88092560	5715203	24-AUG-2018 02-APR-2019	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
ALWAYS PROTECTED	87740153	5619019	02-JAN-2018 27-NOV-2018	Registered	LIBERTY SAFE AND SECURITY

Mark	Ser. No.	Reg. No.	Application Date and Registration Date	Status	Owner Name
					PRODUCTS, INC.
BRIGHTVIEW SAFE LIGHT	86049127	4867507	27-AUG-2013 08-DEC-2015	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
SAFELERT	85761350	4580859	23-OCT-2012 05-AUG-2014	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
REVERE	85526519	4262547	26-JAN-2012 18-DEC-2012	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
INDEPENDENCE	85515183	4314293	12-JAN-2012 02-APR-2013	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
CLEARVIEW SAFE LIGHT	85431734	4276713	26-SEP-2011 15-JAN-2013	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
PROVAULT	85411636	4448218	31-AUG-2011 10-DEC-2013	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.

Mark	Ser. No.	Reg. No.	Application Date and Registration Date	Status	Owner Name
MONSTER MECH	85089673	4619298	21-JUL-2010 14-OCT-2014	Registered	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
FATBOY	77646823	3775925	09-JAN-2009 13-APR-2010	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
FATBOYJR.	77646921	3775927	09-JAN-2009 13-APR-2010	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
COOL POCKET	77546035	3807702	13-AUG-2008 22-JUN-2010	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
NATIONAL SECURITY	77545399	3591034	12-AUG-2008 17-MAR-2009	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
PREMIER	77441451	3822406	07-APR-2008 20-JUL-2010	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
CLASSIC	77441466	3763983	07-APR-2008 23-MAR-2010	Registered (Renewed)	LIBERTY SAFE AND

Mark	Ser. No.	Reg. No.	Application Date and Registration Date	Status	Owner Name
					SECURITY PRODUCTS, INC.
COLONIAL	78800312	3189278	26-JAN-2006 26-DEC-2006	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
FRANKLIN	78760073	3309175	23-NOV-2005 09-OCT-2007	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
LINCOLN	78760074	3309176	23-NOV-2005 09-OCT-2007	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
PRESIDENTIAL	78760076	3309177	23-NOV-2005 09-OCT-2007	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
FREEDOM SECURITY BY LIBERTY	78736186	3550251	19-OCT-2005 23-DEC-2008	Registered (Renewed)	LIBERTY SAFE & SECURITY PRODUCTS, INC.
FREEDOM SECURITY	78736196	3550252	19-OCT-2005 23-DEC-2008	Registered (Renewed)	LIBERTY SAFE AND SECURITY

Mark	Ser. No.	Reg. No.	Application Date and Registration Date	Status	Owner Name
					PRODUCTS, INC.
TIMBER RIDGE	78231851	2902396	31-MAR-2003 09-NOV-2004	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
LIBERTY SAFE	76231514	2648543	19-MAR-2001 12-NOV-2002	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
CENTURION	75732123	3295968	18-JUN-1999 25-SEP-2007	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
COLONIAL SAFE	75727580	2341259	14-JUN-1999 11-APR-2000	Registered (Renewed)	LIBERTY SAFE & SECURITY PRODUCTS, INC.
FREEDOM SAFE	75445154	2251255	05-MAR-1998 08-JUN-1999	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
LIBERTY SAFES (& Design)	74573092	1945279	13-SEP-1994 02-JAN-1996	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.

Mark	Ser. No.	Reg. No.	Application Date and Registration Date	Status	Owner Name
LIBERTY SAFES	74452241	1944913	25-OCT-1993 02-JAN-1996	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
CENTURION	73724198	1560463	25-APR-1988 17-OCT-1989	Registered (Renewed)	(Applicant) DIEBOLD, INCORPORAT ED (Post Registration Owner – Current Owner) LIBERTY SAFE AND SECURITY PRODUCTS, INC.
NATIONAL SECURITY SAFE CO. (& Design)	73657599	1505558	27-APR-1987 27-SEP-1988	Registered (Renewed)	LIBERTY SAFE AND SECURITY PRODUCTS, INC.
INPRINT	76484560	2844393	23-JAN-2003 25-MAY- 2004	Registered (Renewed)	9G PRODUCTS, INC.

Intellectual Property Licenses

1. Trademark and Copyright License Agreement, effective January 26, 2021, between Liberty Safe and Security Products, Inc. and CNH Industrial America LLC
2. License Agreement, effective March 1, 2018, as amended by that First Amendment to License Agreement, effective October 1, 2019, and as further amended by that Second

Amendment to License Agreement, effective September 1, 2020, between Liberty Safe and Security Products, Inc. and John Deere Shared Service to use itses, Inc.

3. License Agreement, dated December 20, 2017, between Liberty Safe and Security Products, Inc. and Colt's Manufacturing Company, LLC
4. Co-Brand License Agreement, dated December 16, 2019, between Liberty Safe and Security Products, Inc. and Cove Smart, LLC
5. National Rifle Association Trademark License Agreement, dated August 18, 2010, as amended by that First Amendment Agreement, dated May 22, 2014, between Liberty Safe and Security Products, Inc. and The National Rifle Association of America
6. Purchase Agreement, dated August 31, 2019, between Liberty Safe and Security Products, Inc. and Global Software, LLC d/b/a insightsoftware, as amended
7. Tractor Supply Company Vendor Agreement, dated February 11, 2017, between Liberty Safe and Security Products, Inc. and Tractor Supply Co. of Texas, LP