

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543390

|   |   |                              |                        |
|---|---|------------------------------|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                              |                        |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                              |                        |
| <b>CONVEYING PARTY DATA</b>   |   |                              |                        |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>        | <b>Entity Type</b>     |
| API Group, Inc.   |   | 10/01/2019                   | Corporation: MINNESOTA |
| <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>Entity Type:</b>   | National Banking Association: UNITED STATES |                              |                        |
| <b>PROPERTY NUMBERS Total: 7</b>  |   |                              |                        |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>             |                        |
| <b>Registration Number:</b>   | 4005158                                     | API                          |                        |
| <b>Registration Number:</b>   | 4627205                                     | API SYSTEMS GROUP            |                        |
| <b>Registration Number:</b>   | 5142988                                     | BUILDING GREAT LEADERS       |                        |
| <b>Registration Number:</b>   | 5724071                                     | DRIVING WITHOUT DISTRACTIONS |                        |
| <b>Registration Number:</b>   | 4322875                                     | JAMAR                        |                        |
| <b>Registration Number:</b>   | 4326675                                     | MMC                          |                        |
| <b>Registration Number:</b>   | 4149562                                     | TWIN CITY GARAGE DOOR CO.    |                        |
| <b>CORRESPONDENCE DATA</b>  |   |                              |                        |
| <b>Fax Number:</b>  | 2127514864                                  |                              |                        |
| <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                             |                              |                        |

CH \$190.00 4005158

|   |                     |
|---|---------------------|
| <b>SIGNATURE:</b>   | /s/ Angela M. Amaru |
| <b>DATE SIGNED:</b>   | 10/01/2019          |
| <b>Total Attachments: 8</b><br>source=Stampede - Trademark Security Agreement Executed#page1.tif<br>source=Stampede - Trademark Security Agreement Executed#page2.tif<br>source=Stampede - Trademark Security Agreement Executed#page3.tif<br>source=Stampede - Trademark Security Agreement Executed#page4.tif<br>source=Stampede - Trademark Security Agreement Executed#page5.tif<br>source=Stampede - Trademark Security Agreement Executed#page6.tif<br>source=Stampede - Trademark Security Agreement Executed#page7.tif<br>source=Stampede - Trademark Security Agreement Executed#page8.tif |                     |

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark 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.

WITNESSETH:

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 Trademark 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 Trademark Collateral.

(a) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all 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 "Trademark 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 trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith,

whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto,

(ii) the right to, and to obtain, all renewals thereof,

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing,

(iv) the right to sue or otherwise recover for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, 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 Trademark 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. Security Agreement. The security interest granted pursuant to this Trademark 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 Trademark 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 Trademark 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 TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK 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 Trademark Security Agreement may be executed by one or more of the parties to this Trademark 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.

[Remainder of Page Intentionally Left Blank]

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

**GRANTORS:**

AMERICAN FIRE PROTECTION GROUP, INC.  
API GROUP, INC.  
THE JAMAR COMPANY  
WESTERN STATES FIRE PROTECTION COMPANY

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

J. FLETCHER CREAMER & SON, INC.

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

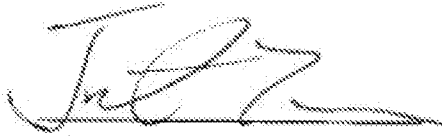
GRUNAU COMPANY, INC.

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

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 Trademark Security Agreement  
TRADEMARK/SERVICE MARK REGISTRATIONS AND APPLICATIONS





| Trademark/Service Mark  | Serial /<br>Registration No.      | Filing /<br>Registration Date                | Country | Grantor                                      |
|---|-----------------------------------|--|---------|--|
| WESTERN MONITORING  | App 85341007<br>Reg 4597491       | App 08- JUN- 2011<br>Reg 02- SEP- 2014       | US      | Western States<br>Fire Protection<br>Company |
|    | App 78913275<br>Reg 3239378       | App<br>21- JUN- 2006<br>Reg<br>08- MAY- 2007 | US      | Western States<br>Fire Protection<br>Company |
|    | App 78913301<br>Reg 3239380       | App<br>21- JUN- 2006<br>Reg<br>08- MAY- 2007 | US      | Western States<br>Fire Protection<br>Company |
|    | App 78913336<br>Reg 3239381       | App<br>21- JUN- 2006<br>Reg<br>08- MAY- 2007 | US      | Western States<br>Fire Protection<br>Company |
|  | App<br>85123779<br>Reg<br>4005158 | App<br>07-SEP-2010<br>Reg<br>02-AUG-2011     | US      | APi Group, Inc.                              |
| API Systems Group   | App 86025916<br>Reg 4627205       | App<br>01- AUG- 2013<br>Reg<br>28- OCT- 2014 | US      | APi Group, Inc.                              |
| BUILDING GREAT LEADERS  | App 86826267<br>Reg<br>5142988    | App<br>19- NOV- 2015<br>Reg<br>14- FEB- 2017 | US      | APi Group, Inc.                              |
| DRIVING WITHOUT<br>DISTRACTIONS   | App<br>87773859<br>Reg<br>5724071 | App<br>29-JAN-2018<br>Reg<br>09-APR-2019     | US      | APi Group, Inc.                              |
|  | App<br>85451518<br>Reg<br>4322875 | App<br>19-OCT-2011<br>Reg<br>23-APR-2013     | US      | APi Group, Inc.                              |

**EXECUTION VERSION**


| <b>Trademark/Service Mark</b>   | <b>Serial /<br/>Registration No.</b> | <b>Filing /<br/>Registration Date</b>        | <b>Country</b> | <b>Grantor</b>                        |
|---|--------------------------------------|--|----------------|---------------------------------------|
|  | App 85482663<br>Reg<br>4326675       | App<br>29- NOV- 2011<br>Reg<br>30- APR- 2013 | US             | APi Group, Inc.                       |
| TWIN CITY GARAGE DOOR<br>CO.  | App<br>85433036<br>Reg<br>4149562    | App<br>27-SEP-2011<br>Reg<br>29-MAY-2012     | US             | APi Group, Inc.                       |
|  | App<br>75862823<br>Reg<br>2410568    | App<br>02-DEC-1999<br>Reg<br>05-DEC-2000     | US             | Grunau Company                        |
| GRUNAU COMPANY  | App<br>75862824<br>Reg<br>2533402    | App<br>02-DEC-1999<br>Reg<br>29-JAN-2002     | US             | Grunau Company                        |
| GRUNAU  | App<br>77483656<br>Reg<br>3557264    | App<br>27-MAY-2008<br>Reg<br>06-JAN-2009     | US             | Grunau Company,<br>Inc.               |
| CREAMER   | App<br>75683040<br>Reg<br>2441900    | App<br>15-APR-1999<br>Reg<br>10-APR-2001     | US             | J. Fletcher<br>Creamer & Son,<br>Inc. |
| IN-WEG  | App<br>74691304<br>Reg<br>1968635    | App<br>19-JUN-1995<br>Reg<br>16-APR-1996     | US             | J. Fletcher<br>Creamer & Son,<br>Inc. |
| J. FLETCHER CREAMER & SON   | App<br>75683153<br>Reg<br>2441902    | App<br>15-APR-1999<br>Reg<br>10-APR-2001     | US             | J. Fletcher<br>Creamer & Son,<br>Inc. |
| JFC   | App 75683039<br>Reg<br>2441899       | App<br>15-APR-1999<br>Reg<br>10- APR- 2001   | US             | J. Fletcher<br>Creamer & Son,<br>Inc. |



EXECUTION VERSION

| Trademark/Service Mark   | Serial /<br>Registration No.      | Filing /<br>Registration Date              | Country | Grantor                                    |
|--|-----------------------------------|--|---------|--|
|   | App 75683108<br>Reg 2441901       | App<br>15-APR-1999<br>Reg<br>10-APR-2001   | US      | J. Fletcher<br>Creamer & Son,<br>Inc.      |
| WWW.JFCSON.COM   | App 75683104<br>Reg 2860460       | App<br>15-APR-1999<br>Reg<br>06- JUL- 2004 | US      | J. Fletcher<br>Creamer & Son,<br>Inc.      |
|   | App<br>87541443<br>Reg<br>5416594 | App<br>25-JUL-2017<br>Reg<br>06-MAR-2018   | US      | The Jamar<br>Company                       |
| AMERICAN FIRE PROTECTION<br>GROUP  | 3686609                           | 9/22/2009                                  | US      | American Fire<br>Protection Group,<br>Inc. |
| FIRE PRO FIRE PROTECTION<br>PROFESSIONALS FIRE PRO<br>  | 5164223                           | 3/21/2017                                  | US      | American Fire<br>Protection Group,<br>Inc. |
| MUTUAL SPRINKLERS, INC.<br><a href="http://WWW.MUTUALSPRINKLERS.COM">WWW.MUTUALSPRINKLERS.COM</a><br> | 5131543                           | 1/31/2017                                  | US      | American Fire<br>Protection Group,<br>Inc. |
| P PERKINS FIRE PRO<br>  | 5163991                           | 3/21/2017                                  | US      | American Fire<br>Protection Group,<br>Inc. |
| SAFE STANDARD AUTOMATIC<br>FIRE ENTERPRISES<br>   | 5140109                           | 2/14/2017                                  | US      | American Fire<br>Protection Group,<br>Inc. |

EXECUTION VERSION

| Trademark/Service Mark  | Serial /<br>Registration No. | Filing /<br>Registration Date | Country | Grantor                              |
|---|------------------------------|-------------------------------|---------|--------------------------------------|
| SFP SUPERIOR FIRE PROTECTION<br> <i>Superior Fire Protection</i> | 5189120                      | 4/25/2017                     | US      | American Fire Protection Group, Inc. |
| SUPERIOR FIRE PROTECTION  | 1827732                      | 3/22/1994                     | US      | American Fire Protection Group, Inc. |