

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Security Group, Inc.		10/16/2020	Corporation: DELAWARE
Guardian Security Systems, Inc.		10/16/2020	Corporation: OKLAHOMA
Central Security Group - Nationwide, Inc.		10/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88953385	ALERT 360	
Registration Number:	5216300	ALERT 360 VIDEO	
Registration Number:	4969404	ALERT 360 BY CENTRAL SECURITY GROUP	
Registration Number:	4674803	360 ALERT-360 LIFE-SAFETY TECHNOLOGY	
Registration Number:	3518372	CSG CENTRAL SECURITY GROUP	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	26237-00034		

CH \$140.00 88953385

NAME OF SUBMITTER:	Stephanie kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	10/16/2020
Total Attachments: 7 source=CSG - Trademark Security Agreement#page1.tif source=CSG - Trademark Security Agreement#page2.tif source=CSG - Trademark Security Agreement#page3.tif source=CSG - Trademark Security Agreement#page4.tif source=CSG - Trademark Security Agreement#page5.tif source=CSG - Trademark Security Agreement#page6.tif source=CSG - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2020 made by CENTRAL SECURITY GROUP, INC., a Delaware corporation (“CSG”), GUARDIAN SECURITY SYSTEMS, INC., an Oklahoma corporation (“Guardian”), CENTRAL SECURITY GROUP – NATIONWIDE, INC., a Delaware corporation (“Nationwide”, and together with CSG and Guardian, the “Grantors” and individually, each, a “Grantor”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Term Loan Credit Agreement, dated as of October 16, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Holding Companies (upon consummation of the Out-of-Court Restructuring Transactions), each Lender party thereto from time to time, Wilmington Savings Fund Society, FSB, as Administrative Agent and the other parties party thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of October 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral, 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 or interest; provided that notwithstanding the foregoing or any other provision of this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any, and no Security Interest shall be granted in any, Excluded Assets.

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 Administrative Agent pursuant to the Security Agreement, and the Administrative Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon each Grantor and its permitted successors and assigns. The Administrative Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a

manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors all documents (including, but not limited, to an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement) and perform all actions specified in Sections 7.13(d) and (e) of the Security Agreement.

[signature page follows]

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

CENTRAL SECURITY GROUP, INC.,
as Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

GUARDIAN SECURITY SYSTEMS, INC.,
as Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

**CENTRAL SECURITY GROUP – NATIONWIDE,
INC.,**
as Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

Upon and after the consummation of the Out-of-Court Restructuring Transactions:

ALERT 360 OPCO, INC.,
as Grantor

By: Vickie Catina
Name: Vickie Catina
Title: Chief Financial Officer

Accepted and Agreed:

WILMINGTON SAVINGS FUND SOCIETY, FSB
as Administrative Agent

By: John McNichol
Name: John McNichol
Title: Trust Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007079 FRAME: 0568




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


UNITED STATES TRADEMARKS:

Applications –

Trademark	Jurisdiction	Owner	Reg. Date / (App. Date)	Reg. No. / (App. No.)	Status
	USA	Central Security Group, Inc.	(6/8/2020)	(88953385)	Pending

Registrations –

Trademark	Jurisdiction	Owner	Reg. Date / (App. Date)	Reg. No. / (App. No.)	Status
	USA	Central Security Group, Inc.	6/6/2017	5216300	Registered
	USA	Central Security Group, Inc.	5/31/2016	4969404	Registered
	USA	Central Security Group, Inc.	1/20/2015	4674803	Registered
	USA	Central Security Group – Nationwide, Inc.	10/14/2008	3518372	Registered
GUARDIAN SYSTEMS	Tennessee	Guardian Security Systems Inc.	10/15/2018	TN 55077	Registered

Trademark	Jurisdiction	Owner	Reg. Date / (App. Date)	Reg. No. / (App. No.)	Status
	Tennessee	Guardian Security Systems Inc.	10/15/2018	TN 55079	Registered