

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slomin's, Inc.		01/29/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	395 N. Service Road		
Internal Address:	Suite 302		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2087695	1-800-ALARM ME	
Registration Number:	2087696	1-800-ALARM ME	
Registration Number:	2154274	THE SLOMIN'S SHIELD	
Registration Number:	2155640	THE SLOMIN'S SHIELD	
Registration Number:	2162720	THE SLOMIN'S SHIELD HOME SECURITY SYSTEM	
Registration Number:	2164596	THE SLOMIN'S SHIELD HOME SECURITY SYSTEM	
Registration Number:	2588675	ALARMO THE SLOMIN'S SHIELD	
Registration Number:	2508077	YOU CAN'T PUT A PRICE ON PEACE OF MIND.S	
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:	732.448.2532		
Email:	bross@windelsmarx.com		
Correspondent Name:	Brandon S. Ross		
Address Line 1:	120 Albany Street Plaza		
Address Line 4:	New Brunswick, NEW JERSEY 08901		
NAME OF SUBMITTER:	Brandon S. Ross		

OP \$215.00 2087695

SIGNATURE:	/Brandon S. Ross/
DATE SIGNED:	02/24/2021
Total Attachments: 5 source=07 - Trademark Security Agreement (40946465x9FC76)#page1.tif source=07 - Trademark Security Agreement (40946465x9FC76)#page2.tif source=07 - Trademark Security Agreement (40946465x9FC76)#page3.tif source=07 - Trademark Security Agreement (40946465x9FC76)#page4.tif source=07 - Trademark Security Agreement (40946465x9FC76)#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of January 29, 2021, by SLOMIN'S, INC. (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Pledge and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor (the "Trademark Collateral"):

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing. For the avoidance of doubt, the Trademark Collateral does not include any U.S. intent-to-use trademark application to the extent and for so long as creation by the Pledgor of a security interest therein would result in the loss by the Pledgor of any material rights therein or in any registration issuing therefrom.

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 Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all of the Obligations (as such term is defined in the Credit Agreement) have been paid in full (other than contingent indemnification obligations) and the Commitments of the Lenders to make any Loan under the Credit Agreement shall have expired or been sooner terminated, and upon termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

SLOMIN'S, INC.,
as Pledgor

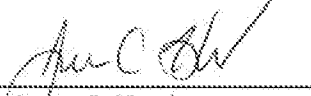
By: _____
Name: Jason Salzman
Title: President

[Signature Page to Trademark Security Agreement -- Pledgor]

TRADEMARK
REEL: 007202 FRAME: 0102

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Jason C. Hand
Title: Authorized Officer

[Signature Page to Trademark Security Agreement – Chase]

SCHEDULE I

To

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

Trademark	Class	Serial#	Registration Number
1-800-ALARM-ME	37	75/160,966	2,087,695
1-800-ALARM-ME	42	75/160,967	2,087,696
THE SLOMINS SHIELD	37	75/160,968	2,154,274
THE SLOMINS SHIELD	42	75/160,969	2,155,640
THE SLOMINS SHIELD & DESIGN	37	75/160,708	2,162,720
THE SLOMINS SHIELD & DESIGN	42	75/160,709	2,164,596
ALARMO	37,42	75/299/486	2,588,675
YCPAPOPOM	42	75/917/322	2,508,077

Applications:

None