

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUNICIPAL EMERGENCY SERVICES, INC.		10/01/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC		
Street Address:	299 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5179472	REVOLVEAIR	
Registration Number:	5207607	REVOLVEAIR CONNECT	
Registration Number:	4154880	SMART FILL	
Registration Number:	4711653	SIGNATURE ONLINE STORES	
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:	17044933657		
Email:	mmcgill@kslaw.com		
Correspondent Name:	Maggie McGill		
Address Line 1:	300 S. Tryon, Ste 2700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	22582.515078		
NAME OF SUBMITTER:	Maggie McGill		
SIGNATURE:	/Maggie McGill/		
DATE SIGNED:	11/10/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 1, 2021, (the "Trademark Security Agreement") by MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation ("Grantor"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MES I ACQUISITION INC., a Delaware corporation ("Holdings"), MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation (the "Borrower"), the other Guarantors party thereto from time to time and VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent, and each lender from time to time party thereto (collectively, the "Lenders").

WHEREAS, Grantor is party to a Security Agreement dated as of October 1, 2021 (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

Grantor 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, Grantor 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor 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 (excluding any Excluded Assets) of Grantor: Trademarks of Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 Grantor 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 of which are incorporated herein by reference. 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. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in

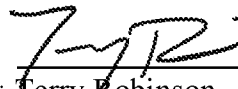
any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

MUNICIPAL EMERGENCY SERVICES, INC.

By: 
Name: Peter W. Calamari
Title: Vice President

**VARAGON CAPITAL PARTNERS AGENT,
LLC, as Administrative Agent**

By: 
Name: Terry Robinson
Title: Managing Director

Schedule I
Trademark Registrations and Use Applications

Registrations:

Trademarks	Application No.	Filing Date	Registration No.	Registration Date	Registered Owner
REVOLVEAIR	86/973719	4/13/2016	5179472	4/11/2017	Municipal Emergency Services, Inc.
REVOLVEAIR CONNECT	86/972115	4/12/2016	5207607	5/23/2017	Municipal Emergency Services, Inc.
SMART FILL	85/170391	11/5/2010	4154880	6/5/2012	Municipal Emergency Services, Inc.
SIGNATURE ONLINE STORES	86355559	8/1/2014	4711653	3/31/2015	Municipal Emergency Services, Inc.

Use Applications:

None.