

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699240

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|---|--------------------------------------|--------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Potter Electric Signal Company, LLC | | 12/07/2021 | Limited Liability Company: MISSOURI |
| Valcom, Inc. | | 12/07/2021 | Corporation: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Cortland Capital Market Services LLC | | |
| Street Address: | 225 West Washington St, 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2768735 | POTTER | |
| Registration Number: | 0732680 | P | |
| Registration Number: | 3134990 | AMSECO | |
| Registration Number: | 4673081 | INTELLIPURGE | |
| Registration Number: | 2783667 | THE SYMBOL OF PROTECTION | |
| Registration Number: | 2267101 | POWERTONE | |
| Registration Number: | 5414100 | INTELLIGEN | |
| Registration Number: | 5414099 | INTELLIVIEW | |
| Registration Number: | 1663321 | VALCOM | |
| Serial Number: | 90544782 | COILKEEPER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7045032622 | | |
| <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: | 7045032600 | | |
| Email: | msheehan@kslaw.com | | |
| Correspondent Name: | King & Spalding LLP | | |
| Address Line 1: | 300 S. Tryon St., Ste 1700 | | |

OP \$265.00 2768735

Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 32287.515001

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 01/03/2022

Total Attachments: 6

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This Agreement is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Subordination and Intercreditor Agreement dated as of December 7, 2021, by and among ANTARES CAPITAL LP, as administrative agent for the Senior Lenders (as defined therein), CORTLAND CAPITAL MARKET SERVICES LLC, as Subordinated Agent, the Subordinated Lenders (as defined therein), Potter Electric Signal Company, LLC (the “**Borrower**”), Potter Holdco, Inc. (“**Holdings**”) and each other obligor thereunder, as the same may be amended, modified, restated or supplemented from time to time (the “**First Lien Intercreditor Agreement**”), to the extent, and in the manner provided in the First Lien Intercreditor Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of December 7, 2021, is made by Potter Electric Signal Company, LLC, a Missouri limited liability company, and Valcom, Inc., a Virginia corporation, (the “**Grantors**” and, individually, each a “**Grantor**”), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of December 7, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among Potter Holdco, Inc., a Delaware corporation (“**Holdings**”), Potter Electric Signal Company, LLC, a Missouri limited liability company (the “**Borrower**”), the other Credit Parties party thereto from time to time, the Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Second Lien Guaranty and Security Agreement dated as of the Closing Date in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of the Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.
2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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 Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantors Remains Liable. Notwithstanding anything herein to the contrary, each Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

7. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

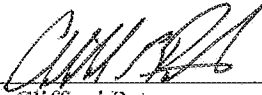
8. Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent hereunder pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement, and the exercise of any rights or remedy by the Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the First Lien Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

POTTER ELECTRIC SIGNAL COMPANY, LLC,
a Missouri limited liability company,
as a Grantor

By: 
Name: Clifford Peterson
Title: Chief Financial Officer

VALCOM, INC.,
a Virginia corporation,
as a Grantor

By: _____
Name: Gerald F. Connolly, Jr.
Title: President

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

POTTER ELECTRIC SIGNAL COMPANY, LLC,
a Missouri limited liability company,
as a Grantor

By: _____
Name: Clifford Peterson
Title: Chief Financial Officer

VALCOM, INC.,
a Virginia corporation,
as a Grantor

By:  _____
Name: Gerald F. Connolly, Jr.
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:



CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

| Mark | Registration or Application No. | Date of Registration or Filing | Owner of Record |
|---|---------------------------------|--------------------------------|-------------------------------------|
| POTTER | 2,768,735 | 9/30/2003 | Potter Electric Signal Company, LLC |
|  | 0,732,680 | 6/12/1962 | Potter Electric Signal Company, LLC |
|  | 3,134,990 | 8/29/2006 | Potter Electric Signal Company, LLC |
| INTELLIPURGE | 4,673,081 | 1/13/2015 | Potter Electric Signal Company, LLC |
| THE SYMBOL OF PROTECTION | 2,783,667 | 11/18/2003 | Potter Electric Signal Company, LLC |
| POWERTONE | 2,267,101 | 8/03/1999 | Potter Electric Signal Company, LLC |
| INTELLIGEN | 5,414,100 | 2/27/2018 | Potter Electric Signal Company, LLC |
| INTELLIVIEW | 5,414,099 | 2/27/2018 | Potter Electric Signal Company, LLC |
| COILKEEPER | 90544782 | 2/24/2021 | Potter Electric Signal Company, LLC |
| VALCOM | 1,663,321 | 12/6/2011 | Valcom, Inc. |

2. TRADEMARK APPLICATIONS

None.