

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361910

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900342675

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FKI Security Group, LLC		03/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Corporate Safe Specialists, LLC		03/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Fire King International, LLC		03/30/2015	LIMITED LIABILITY COMPANY: INDIANA
Fire King Security Products, LLC		03/30/2015	LIMITED LIABILITY COMPANY: INDIANA
Image Vault, LLC		03/30/2015	LIMITED LIABILITY COMPANY: INDIANA
Fire King Commercial Services, LLC		03/30/2015	LIMITED LIABILITY COMPANY: INDIANA
FK Acquisition, Inc.		03/30/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3943230	NKL RDCHECKTRACK
Registration Number:	0406424	MEILINK
Registration Number:	0623477	FIRE KING
Registration Number:	0633178	HERCULES
Registration Number:	0700111	BOLT-O-MATIC DOR-GARD
Registration Number:	1173902	FIRE KING
Registration Number:	1301215	DURAVALT

Property Type	Number	Word Mark
Registration Number:	1527772	GIBRALTAR
Registration Number:	1601883	TURTLE
Registration Number:	1927973	SHERLOCK
Registration Number:	2388560	FIRE KING MEDIAVAULT
Registration Number:	2801790	FIREKING
Registration Number:	2833666	FIREKING
Registration Number:	2909446	FIREKING 25
Registration Number:	3716405	DRYFILES
Registration Number:	3832763	HEMI
Registration Number:	1107005	ADESCO
Registration Number:	1451767	GARY
Registration Number:	2331456	ADESCO
Registration Number:	2398546	MEILINK CENTENNIAL
Registration Number:	2398552	DAUNTLESS
Registration Number:	2679610	AUDITLOK
Registration Number:	3024488	PERFECT CASH
Registration Number:	3257618	AUTOBANK
Registration Number:	3258451	MCGUNN
Registration Number:	2873971	IMAGE VAULT
Serial Number:	85874899	HERCULES BY FIREKING
Serial Number:	85925527	HERCULES BY FIREKING
Serial Number:	86005075	IST
Serial Number:	86005086	IST
Registration Number:	4136939	PATRIOT BY FIREKING
Registration Number:	4299259	SURE SEAL BY FIREKING
Serial Number:	86394473	ASCENT

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15015

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE:	/Timothy D. Pecsenty/
DATE SIGNED:	11/11/2015
Total Attachments: 12 source=PNC-Fire King IP agreement#page1.tif source=PNC-Fire King IP agreement#page2.tif source=PNC-Fire King IP agreement#page3.tif source=PNC-Fire King IP agreement#page4.tif source=PNC-Fire King IP agreement#page5.tif source=PNC-Fire King IP agreement#page6.tif source=PNC-Fire King IP agreement#page7.tif source=PNC-Fire King IP agreement#page8.tif source=PNC-Fire King IP agreement#page9.tif source=PNC-Fire King IP agreement#page10.tif source=PNC-Fire King IP agreement#page11.tif source=PNC-Fire King IP agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2015 by FKI SECURITY GROUP, LLC, a Delaware limited liability company ("FKI"), CORPORATE SAFE SPECIALISTS, LLC, a Delaware limited liability company ("CSS"), FIRE KING INTERNATIONAL, LLC, an Indiana limited liability company ("FK International"), FIRE KING SECURITY PRODUCTS, LLC, an Indiana limited liability company ("FK Security"), IMAGE VAULT, LLC, an Indiana limited liability company ("Image Vault") FIRE KING COMMERCIAL SERVICES, LLC, an Indiana limited liability company ("FK Commercial") and FK ACQUISITION, INC., a Delaware corporation ("FK Acquisition", and together with FKI, CSS, FK International, FK Security, Image Vault and FK Commercial, collectively, the "Grantors", and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors (Grantors, together with any other Person joined as a borrower to the Loan Agreement (as defined below) from time to time, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and PNC, as Agent dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extension of credit to be made to Borrowers by Lenders; and

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement; provided, that, no Grantor shall have granted a security interest in any Excluded Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (the "Intellectual Property Collateral"):

(i) each trademark, trademark application, copyright, copyright application patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks", such copyrights and copyright applications, the "Copyrights" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary contained herein, the definition of "Intellectual Property Collateral" shall exclude any Excluded Assets, including, without limitation, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, copyrights and patents registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and owned by such Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Conflicts. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control. No right, power or remedy granted to Agent hereunder shall be exercised by Agent, and no direction shall be given by Agent, in contravention of the Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of Agent shall be subject to the terms of the Intercreditor Agreement. Furthermore, at all times


prior to the Discharge of Term Loan Obligations (as defined in the Intercreditor Agreement), Agent is authorized by the parties hereto to effect transfers of such Intellectual Property Collateral at any time in its possession (and any "control" or similar agreements with respect to such Intellectual Property Collateral) to Medley.

7. Governing Law. This Agreement, and all matters related hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws of the State of New York.

[signatures to appear on following page]


IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**FKI SECURITY GROUP, LLC
CORPORATE SAFE SPECIALISTS, LLC
FIRE KING INTERNATIONAL, LLC
FIRE KING SECURITY PRODUCTS, LLC
IMAGE VAULT, LLC
FIRE KING COMMERCIAL SERVICES, LLC**

By: 
Name: Mark G. Essig
Title: Secretary

Agreed and accepted
as of the date first written above:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Clinton K. Miyazono
Title: Business Development Officer

SCHEDULE 1

U.S. COPYRIGHT REGISTRATIONS

<u>Title</u>	<u>Date Applied</u>	<u>Nature of Authorship</u>	<u>Author</u>	<u>Claimant</u>	<u>Reg. Date / Reg. No.</u>
Fire King Oven Simulation for Windows		Computer Program Version 1.0		Fire King International, LLC	8/23/1993 TXu00057 4959
IVQUAD Source Code	10/2/2001	Software Program	Image Vault LLC	Image Vault LLC	10/12/2001 TX 5-766-505
Image Vault/ Image Playbac	1/24/2002	Computer Program	Image Vault LLC	Image Vault LLC	1/30/2002 TX 5-877-631
Image Vault/ Image Record	1/24/2002	Entire Computer Program	Image Vault LLC	Image Vault LLC	1/30/2002 TX 5-829-447
Image Vault	5/5/1999	Software Source Code	Lakeshore Software Inc.	Image Vault LLC	3/12/1998 TX 4-940-286

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Owner of Record</u>	<u>Regist./Serial Number</u>	<u>Regist./Application Date</u>
NKL RDCHECKTRACK	Fire King International LLC	3,943,230	03/31/2010
Meilink (Stylized)	Fire King International LLC	406424	April 4 1944
Fire King (Stylized)	Fire King International LLC	623477	Mar. 20 1956
Hercules	Fire King International LLC	633178	Aug. 21 1956
Bolt-O-Matic Dor-Gard	Fire King International LLC	700111	June 28 1960
Fire King	Fire King International LLC	1173902	10/20/1981
Duravault	Fire King International LLC	1301215	Oct. 23 1984
Gibraltar	Fire King International LLC	1527772	Mar. 7 1989
Turtle	Fire King International LLC	1601883	June 19 1990

**U.S. TRADEMARK REGISTRATIONS
AND APPLICATIONS**

<u>Trademark</u>	<u>Owner of Record</u>	<u>Regist./Serial Number</u>	<u>Regist./Application Date</u>
Sherlock (Stylized)	Fire King International LLC	1927973	Oct. 17 1995
Fire King Mediavault	Fire King International LLC	2388560	Sept. 19 2000
Fire King (Design)	Fire King International LLC	2801790	Jan. 6 2004
Fireking	Fire King International LLC	2833666	April 20 2004
Fireking 25	Fire King International LLC	2909446	Dec. 14, 2004
DRYFiles	Fire King International LLC	3716405	Nov. 24, 2009
HEMI	Fire King International LLC	3832763	08/10/2010
Adesco	Fire King Security Products LLC	1107005	Nov. 28 1978 Assigned
Gary	Fire King Security Products LLC	1451767	Aug. 11 1987
Adesco (Stylized)	Fire King Security Products LLC	2331456	Mar. 21 2000 Assigned
Meilink Centennial	Fire King Security Products LLC	2398546	Oct. 24 2000 Assigned
Dauntless	Fire King Security Products LLC	2398552	Oct. 24 2000 Assigned
Auditlok	Fire King Security Products LLC	2679610	Jan. 28, 2003
Perfect Cash	Fire King Security Products LLC	3024488	Dec.6 2005
AutoBank	Fire King Security Products LLC	3257618	July 3 2007
McGunn	Fire King Security Products LLC	3258451	July 3 2007
Image Vault	Image Vault LLC	2873971	Aug. 17 2004
Hercules By Fireking	Fire King International, LLC	85/874,899	March 13, 2013
Hercules By Fireking	Fire King International, LLC	85/925,527	May 7, 2013
IST	Fire King International, LLC	86/005,075	July 9, 2013
IST	Fire King International, LLC	86/005,086	July 9, 2013
PATRIOT BY FIRE KING	Fire King International, LLC	4,136,939	June 6, 2011

**U.S. TRADEMARK REGISTRATIONS
AND APPLICATIONS**

<u>Trademark</u>	<u>Owner of Record</u>	<u>Regist./Serial Number</u>	<u>Regist./Application Date</u>
SURE SEAL BY FIREKING	Fire King International, LLC	4,299,259	August 14, 2012
ASCENT	Fire King International, LLC	86/394,473	September 15, 2014

**U.S. PATENTS
AND PATENT
APPLICATIONS**

<u>Patent/ Application No.</u>	<u>Patent Owner</u>	<u>Title of Patent</u>	<u>Issue Date</u>
6686003	Fire King International LLC	High Performance Fire Protection Containers	Feb. 3 2004
8,348,043	Fire King Security Products LLC	Apparatus Having a Bill Validator & Method of Servicing the Apparatus	7/30/2004
6841209	Fire King International LLC	Fire Protection Containers Incorporated Novel Low Free-Water Insulation Materials	Jan. 11, 2005
6923127	Fire King Security Products LLC	Anti-prying Device For Use with a Safe	Aug. 2 2005
6966828	Fire King Security Products LLC	Money Tube & Assoc. Dispensing Units (Continuation of Centralized Electronic Safe & Accounting Control System)	Nov. 22 2005
7459190	Fire King International LLC	Containers Low Free-Water Insulation	Dec. 2 2008
7063252	Fire King Security Products LLC	Centralized Electronic Safe & Accounting Control System	June 20 2006
5918720	Fire King Security Products LLC	Money Control System	March 7, 2005 Assigned
8,356,703	FKI Security Group LLC	Drop Safe w/Access to Interior Components	10/15/2004
6067530	FKI Security Group LLC	Cash Management System	5/23/2000
6796415	FKI Security Group LLC	Loose Coin & Rolled Coin Dispenser	9/28/2004
6822550	FKI Security Group LLC	Intelligent Rolled Coin Dispenser	11/23/2004

**U.S. PATENTS
AND PATENT
APPLICATIONS**

<u>Patent/ Application No.</u>	<u>Patent Owner</u>	<u>Title of Patent</u>	<u>Issue Date</u>
7216098	FKI Security Group LLC	Electronic Transmission & Tracking of Deposit Info	05/08/2007
7562031	FKI Security Group LLC	Electronic Transmission and Tracking of Deposit Information	07/14/2009
6862633	Image Vault LLC	N to 1 Intelligent Multiplexor	Mar. 1, 2005
6786009	Corporate Safe Specialists, LLC	Kit for Securable Enclosure	Sept. 7, 2004
7591361	Corporate Safe Specialists, LLC	Horizontal Coin Dispenser	Sept. 22, 2009
6885281	Corporate Safe Specialists, LLC	Method and apparatus for controlling a safe having an electronic lock	April 20, 2004
6724303	Corporate Safe Specialists, LLC	Method and apparatus for monitoring a safe	April 20, 2004
7576633	Corporate Safe Specialists, LLC	Method and apparatus for controlling a safe having an electronic lock	Aug. 18, 2009
61/387438	Fire King Security Products, LLC	Centrally Controlled Safe Management System	September 28, 2010
7,571,833	Fire King Security Products, LLC	Bulk Coin Dispenser	August 11, 2009
14/046,764	Fire King Security Products, LLC	Secure Storage Apparatus	October 4, 2013
13/752,686	Fire King Security Products, LLC	Secure Storage Apparatus	January 29, 2013
13/248000	Fire King Security Products, LLC	Centrally Controlled Safe Management System	September 28, 2010

POWER OF ATTORNEY

Dated March 30, 2015

Each of FKI SECURITY GROUP, LLC, a Delaware limited liability company ("FKI"), CORPORATE SAFE SPECIALISTS, LLC, a Delaware limited liability company ("CSS"), FIRE KING INTERNATIONAL, LLC, an Indiana limited liability company ("FK International"), FIRE KING SECURITY PRODUCTS, LLC, an Indiana limited liability company ("FK Security"), IMAGE VAULT, LLC, an Indiana limited liability company ("Image Vault"), FIRE KING COMMERCIAL SERVICES, LLC, an Indiana limited liability company ("FK Commercial") and FK ACQUISITION, INC., a Delaware corporation ("FK Acquisition", and together with FKI, CSS, FK International, FK Security, Image Vault and FK Commercial, collectively, the "Grantors", and each a "Grantor"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), PNC, as agent for Lenders (in such capacity, "Agent") and Grantors (together with any Person joined thereto as a borrower from time to time, the "Borrowers" and each a "Borrower"), dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"); capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks, Copyrights and Patents (as defined in the Intellectual Property Security Agreement) or additional trademarks, copyrights and patents in the United States Patent and Trademark Office, United States Copyright Office or other appropriate governmental office, as applicable, (b) to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, (c) to use the Trademarks, Copyrights and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of


Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations (excluding contingent indemnification Obligations for which no claim has then been made, Hedge Liabilities and Cash Management Liabilities permitted to remain outstanding and Letters of Credit that have been cash collateralized and/or backstopped to the satisfaction of the Issuer) have been paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]**

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

**FKI SECURITY GROUP, LLC
CORPORATE SAFE SPECIALISTS, LLC
FIRE KING INTERNATIONAL, LLC
FIRE KING SECURITY PRODUCTS, LLC
IMAGE VAULT, LLC
FIRE KING COMMERCIAL SERVICES, LLC**

By: 
Name: Mark G. Essig
Title: Secretary

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]**