

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electronic Controls Company		12/29/2020	Corporation: IDAHO
CODE 3, Inc.		12/29/2020	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	MidCap Financial Trust, as Administrative Agent for Lenders
Street Address:	7255 Woodmont Avenue, Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814-7904
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	1703008	ARROWSTIK
Registration Number:	0935596	ASTRO FLASH
Registration Number:	4576953	BANSHEE
Registration Number:	1198503	CODE 3
Registration Number:	1796241	CODE 3
Registration Number:	1706543	DASHLASER
Registration Number:	3706841	DEFENDER
Registration Number:	2285285	EXCALIBUR
Registration Number:	1551778	INTERCLEAR
Registration Number:	3843796	
Registration Number:	4756420	MATRIX
Registration Number:	6167117	MATRIX CONFIGURATOR
Registration Number:	4507988	SOLEX
Registration Number:	5446046	SUPERVISOR
Registration Number:	4525969	TORUS
Registration Number:	4138914	T-REX
Registration Number:	4770352	TRIUMPH
Registration Number:	1474008	V-CON

CH \$1065.00 1703008

Property Type	Number	Word Mark
Registration Number:	4660754	XCEL
Registration Number:	3980019	
Registration Number:	4910068	AXIOS
Registration Number:	2609204	BAC-A-LARM
Registration Number:	1301314	ECCO
Registration Number:	2140618	ECCO
Registration Number:	3968362	ECCO
Registration Number:	4740560	ECCO PASSIONATE ABOUT SAFETY
Registration Number:	4740662	ESG
Registration Number:	4740661	ESG ECCO SAFETY GROUP
Registration Number:	2576680	EVOLUTION
Registration Number:	3432039	HIDE-A-LED
Registration Number:	4705014	LO-GLO
Registration Number:	4740561	
Registration Number:	3980018	
Registration Number:	3863609	REFLEX
Registration Number:	3209950	
Registration Number:	3221085	
Registration Number:	1803136	SMART ALARM
Registration Number:	1990568	SMART ALARM
Registration Number:	2688029	SMART ALARM
Registration Number:	2501189	
Registration Number:	2915640	
Registration Number:	2896779	

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312-372-2000

Email: ipdocketmwe@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER: 101444-0026

NAME OF SUBMITTER: Jennifer M. Mikulina

SIGNATURE: /Jennifer M. Mikulina/

DATE SIGNED: 12/30/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 29, 2020, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Electronic Controls Company, an Idaho corporation, and CODE 3, INC., a Missouri corporation (each, a “Grantor” and collectively, the “Grantors”), in favor of MidCap Financial Trust, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of December 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to that certain Security Agreement Joinder No. 1 dated as of the date hereof executed by the Grantors in favor of the Agent, the “Security Agreement”), among Truck-Lite Co., LLC, a Delaware limited liability company, the Grantors and other grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following intellectual property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “Trademark Collateral”):

A. all Trademark registrations and pending applications for Trademark registration in the U.S. Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;

B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Trademark Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the U.S. Patent and Trademark Office) that such Grantor shall reasonably request, in a form reasonably satisfactory to such Grantor, to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Trademark Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ELECTRONIC CONTROLS COMPANY
as a Grantor

By: *Daniel Emmett*
Name: Daniel Emmett
Title: Chief Financial Officer, Treasurer and Secretary

CODE 3, INC.
as a Grantor

By: *Daniel Emmett*
Name: Daniel Emmett
Title: Vice President, Treasurer and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 007150 FRAME: 0621

SCHEDULE I

U.S. Trademark Registrations:

Registered Owner	Mark	Registration Number	Registration Date
CODE 3, INC.	ARROWSTIK	1703008	07/28/1992
CODE 3, INC.	ASTRO FLASH	935596	06/13/1972
CODE 3, INC.	BANSHEE	4576953	07/29/2014
CODE 3, INC.	CODE 3	1198503	06/22/1982
CODE 3, INC.	CODE 3	1796241	10/05/1993
CODE 3, INC.	DASHLASER	1706543	08/11/1992
CODE 3, INC.	DEFENDER	3706841	11/03/2009
CODE 3, INC.	EXCALIBUR	2285285	10/12/1999
CODE 3, INC.	INTERCLEAR	1551778	08/15/1989
CODE 3, INC.	LEDX2100 (Light Bar Trade Dress Design)	3843796	09/07/2010
CODE 3, INC.	MATRIX	4756420	06/16/2015
CODE 3, INC.	MATRIX CONFIGURATOR	6167117	10/06/2020
CODE 3, INC.	SOLEX	4507988	04/01/2014
CODE 3, INC.	SUPERVISOR	5446046	04/17/2018
CODE 3, INC.	TORUS	4525969	05/06/2014
CODE 3, INC.	T-REX	4138914	05/08/2012
CODE 3, INC.	TRIUMPH	4770352	07/07/2015
CODE 3, INC.	V-CON	1474008	01/26/1988
CODE 3, INC.	XCEL	4660754	12/23/2014
ELECTRONIC CONTROLS COMPANY	300 SERIES ALARM DESIGN	3980019	06/21/2011
ELECTRONIC CONTROLS COMPANY	AXIOS	4910068	03/01/2016
ELECTRONIC CONTROLS COMPANY	BAC-A-LARM	2609204	08/20/2002
ELECTRONIC CONTROLS COMPANY	ECCO	1301314	10/23/1984
ELECTRONIC CONTROLS COMPANY	ECCO	2140618	03/03/1998

Registered Owner	Mark	Registration Number	Registration Date
ELECTRONIC CONTROLS COMPANY	ECCO	3968362	05/31/2011
ELECTRONIC CONTROLS COMPANY	ECCO PASSIONATE ABOUT SAFETY AND DESIGN	4740560	05/19/2015
ELECTRONIC CONTROLS COMPANY	ESG	4740662	05/19/2015
ELECTRONIC CONTROLS COMPANY	ESG ECCO SAFETY GROUP AND DESIGN	4740661	05/19/2015
ELECTRONIC CONTROLS COMPANY	EVOLUTION	2576680	06/04/2002
ELECTRONIC CONTROLS COMPANY	HIDE-A-LED	3432039	05/20/2008
ELECTRONIC CONTROLS COMPANY	LO-GLO	4705014	03/17/2015
ELECTRONIC CONTROLS COMPANY	MISC DESIGN (STYLIZED GRILL DESIGN)	4740561	05/19/2015
ELECTRONIC CONTROLS COMPANY	PRECO 200 SERIES ALARM DESIGN	3980018	06/21/2011
ELECTRONIC CONTROLS COMPANY	REFLEX	3863609	10/19/2010
ELECTRONIC CONTROLS COMPANY	SAFETY WARNING ALARM DESIGN (CIRCLE DESIGN)	3209950	02/20/2007
ELECTRONIC CONTROLS COMPANY	SAFETY WARNING ALARM DESIGN (OCTAGON DESIGN)	3221085	03/27/2007
ELECTRONIC CONTROLS COMPANY	SMART ALARM	1803136	11/09/1993
ELECTRONIC CONTROLS COMPANY	SMART ALARM	1990568	07/30/1996
ELECTRONIC CONTROLS COMPANY	SMART ALARM	2688029	02/18/2003

Registered Owner	Mark	Registration Number	Registration Date
ELECTRONIC CONTROLS COMPANY	SMART ALARM DESIGN (CIRCLE DESIGN)	2501189	10/30/2001
ELECTRONIC CONTROLS COMPANY	VEHICULAR BACKUP ALARM DESIGN (OCTAGON)	2915640	01/04/2005
ELECTRONIC CONTROLS COMPANY	WARNING LIGHTS DESIGN	2896779	10/26/2004

Applied for U.S. Trademark Registrations:

Applicant	Mark	Serial Number	Application Date
CODE 3, INC.	V2X AND DESIGN	88/386,921	04/15/2019
CODE 3, INC.	VEHICLE V2X EVERYTHING AND DESIGN	88/386,923	04/15/2019
ELECTRONIC CONTROLS COMPANY	EVAS	88/465,916	06/10/2019