

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APX Alarm Security Solutions, Inc.		05/11/2006	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Agent		
Street Address:	600 E. Las Colinas Boulevard, Suite 400		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78777843	APX ALARM SECURITY SOLUTIONS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	lvirts@hunton.com		
Correspondent Name:	Greta T. Griffith, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65740.20		
NAME OF SUBMITTER:	Greta T. Griffith, Esq.		
Signature:	/s/Greta T. Griffith		
Date:	05/16/2006		

CH \$40.00 78777843

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of May 11, 2006, by APX ALARM SECURITY SOLUTIONS, INC., a Utah corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and the Agents party thereto from time to time (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Grantor; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks (as defined in the Pledge and Security Agreement) and Trademark Licenses (as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on

behalf of itself and Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

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

GRANTOR:

APX ALARM SECURITY SOLUTIONS, INC.

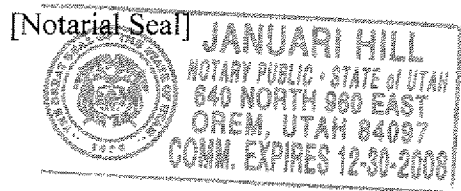
By: [Signature]
Name: Keith Nettleson
Title: VP

ACKNOWLEDGMENT OF GRANTOR

STATE OF Utah)
COUNTY OF Utah) ss.

On this 11 day of May, 2006, before me personally appeared Keith Nettleson who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of APX ALARM SECURITY SOLUTIONS, INC., and who being duly sworn by me did depose and say that (i) such person is an authorized officer of APX ALARM SECURITY SOLUTIONS, INC., (ii) such instrument was signed on behalf of APX ALARM SECURITY SOLUTIONS, INC., and (iii) such person acknowledged such instrument to be the free act and deed of APX ALARM SECURITY SOLUTIONS, INC.

[Signature]
Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: _____
Name: _____
Title: Vice President

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

GRANTOR:

APX ALARM SECURITY SOLUTIONS,
INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2006, before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of APX ALARM SECURITY SOLUTIONS, INC., and who being duly sworn by me did depose and say that (i) such person is an authorized officer of APX ALARM SECURITY SOLUTIONS, INC., (ii) such instrument was signed on behalf of APX ALARM SECURITY SOLUTIONS, INC., and (iii) such person acknowledged such instrument to be the free act and deed of APX ALARM SECURITY SOLUTIONS, INC.

Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: _____

Name: Kyle Volkus

Title: Vice President
Secretary

Signature Page

Trademark Security Agreement

TRADEMARK
REEL: 003310 FRAME: 0215

Schedule 1
to
Agreement

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Federal/State</u>	<u>Serial No. Registration No.</u>	<u>Filing Date Registration Date</u>	<u>Status</u>
APX Alarm Security Solutions, Inc.	"APX Alarm Security Solutions, Inc."	Federal	78777843	December 21, 2005	Live

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Purchase Agreement	Honeywell International Inc. and APX Alarm Security Solutions, Inc. (as successor-in-interest to Apex Alarm, LLC pursuant to an assignment, dated as of April 17, 2006)	January 25, 2006

Schedule 1

Trademark Security Agreement
620588

RECORDED: 05/16/2006

**TRADEMARK
REEL: 003310 FRAME: 0216**