

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monitronics International, Inc.		08/06/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Monitronics Funding LP
Street Address:	2350 Valley View Ln
Internal Address:	#100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2034953	MONITRONICS
Registration Number:	2308760	MONITRONICS INTERNATIONAL, INC.
Registration Number:	2656813	STATIONLINK
Registration Number:	2423942	MONINET
Registration Number:	2499566	FOUR DOMES OF PROTECTION
Registration Number:	3069549	INTERACTIVE AUDIO VERIFICATION
Registration Number:	3058333	THE MONITORING EXPERTS
Serial Number:	77199680	MONITRONICS
Serial Number:	77200646	

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2129093078

CH \$240.00 2034953

Email: szablocki@kirkland.com
Correspondent Name: Kirkland & Ellis LLP; Att:Susan Zablocki
Address Line 1: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	10073-1 MONITRONICS
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	08/23/2007

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is entered into as of August 6, 2007, by and between Monitronics International, Inc., a Texas corporation ("*Assignor*") and Monitronics Funding LP, a Delaware limited partnership ("*Assignee*").

WHEREAS, Assignor is the owner of the United States trademark registrations identified and set forth on Schedule A attached hereto, the United States applications for trademark registration identified and set forth on Schedule B attached hereto, and the trade name identified and set forth on Schedule C attached hereto;

WHEREAS, Assignor and Assignee are parties to the Sale and Contribution Agreement, dated August 6, 2007 (the "*Agreement*") pursuant to which Assignor has sold and contributed and Assignee has agreed to purchase and accept certain assets, including the Trademark Assets (as such term is defined therein and which includes the trademark registrations, applications and trade names set forth on Schedule A, Schedule B and Schedule C attached hereto); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Trademark Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee the entire right, title and interest in and to the Trademark Assets, for the United States and for all foreign countries (other than Canada), including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country (other than Canada), now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Initial Closing Date or thereafter, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby represents, warrants and covenants that it has the full right to convey the right, title and interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademark Assets.

Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required

or requested by Assignee): (1) in the preparation of any application for registration or any application for renewal of a registration covering the Trademark Assets; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Trademark Assets including, but not limited to, testifying as to any facts relating to the Trademark Assets assigned herein and this Assignment; (3) in obtaining any additional protection for the Trademark Assets that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

This Assignment is provided pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets.

EXECUTED AND DELIVERED on and effective as of the date and year first above written.

MONITRONICS INTERNATIONAL, INC.

By: 

Name: Michael R. Meyers

Title: Vice President, Secretary and Treasurer

MONITRONICS FUNDING LP

By: MI Funding GP, LLC,
its General Partner

By: 

Name: Michael R. Meyers

Title: Vice President, Secretary and Treasurer

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF *Texas* : ss.:
COUNTY OF *Dallas*)

I, *Sarah D. Frazier*, the undersigned Notary Public do hereby certify that *Michel R. Meyers* as *VP, Secretary and Treasurer* of Monitronics International, Inc., a Texas corporation, who signed the foregoing Assignment document, was authorized on the *6th* day of August, 2007, to execute the foregoing Assignment document on behalf of Monitronics International, Inc., and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

Sarah D. Frazier
Notary Public



NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF TEXAS): ss.:
CITY/COUNTY OF Dallas)

I, Sarah D. Frazier, the undersigned Notary Public do hereby certify that Michael R. Meyers, as VP, Secretary and Treasurer of Monitronics Funding LP, a Delaware limited partnership, who signed the foregoing Assignment document, was authorized on the 6th day of August, 2007, to execute the foregoing Assignment document on behalf of Monitronics Funding LP, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

Sarah D. Frazier
Notary Public



Schedule A
to Trademark Assignment

Trademarks

United States

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
MONITRONICS	2,034,953
MONITRONICS INTERNATIONAL, INC. (and Design)	2,308,760
STATIONLINK	2,656,813
MONINET	2,423,942
FOUR DOMES OF PROTECTION	2,499,566
INTERACTIVE AUDIO VERIFICATION	3,069,549
THE MONITORING EXPERTS	3,058,333

Schedule B
to Trademark Assignment

Trademark Applications

<u>MARK</u>	<u>APPLICATION NUMBER</u>
MONITRONICS and Design (New Vers.)	(77/199,680)
MISC. DESIGN (New Logo)	(77/200,646)

Schedule C
to Trademark Assignment

“MONITRONICS”

S-C

K&E 11796313.3

RECORDED: 08/23/2007

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