

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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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: 4

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of August 6, 2007, made by MONITRONICS INTERNATIONAL, INC., a Texas corporation ("Grantor"), in favor of MONITRONICS FUNDING LP, a Delaware limited partnership ("Secured Party").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Sale and Contribution Agreement, dated as of the date hereof, between Grantor and Secured Party (the "Agreement"), Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to Secured Party a continuing security interest in, and lien on, the Trademark Collateral, in each case, now existing or hereafter acquired, provided that the grant of security interest shall not include any intent-to-use Trademark application or Trademark that may be deemed invalidated, canceled or abandoned due to the grant or enforcement of such security interest unless and until such time that the grant or enforcement of the security interest will not affect the validity of such Trademark.

The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral, Grantor hereby acknowledges the sufficiency and completeness of this Grant to perfect the security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

MONITRONICS INTERNATIONAL, INC.

By: 
Name: Michael R. Meyers
Title: Vice President, Secretary and Treasurer

STATE OF Texas)
: ss.:
COUNTY OF Dallas)

On the 6th day of August, 2007, before me the undersigned, personally appeared Michael R. Meyers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Sarah D. Frazier
Notary Public

SCHEDULE 1 - TRADEMARK COLLATERAL

Trademarks

United States

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