

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.		09/27/2010	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
Internal Address:	c/o General Counsel
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85063610	APX
Serial Number:	85063616	APX
Serial Number:	85063624	APX
Serial Number:	85063628	APX
Serial Number:	85063632	APX
Serial Number:	85063634	APX
Serial Number:	85063636	APX
Serial Number:	85063639	APX
Serial Number:	85063642	APX
Serial Number:	85063645	APX
Serial Number:	85063646	APX
Serial Number:	85063649	APX
Serial Number:	85063651	PROUDLY PROTECTING

CH \$615.00 85063610

Serial Number:	85063653	PROUDLY PROTECTING
Serial Number:	85063657	PROUDLY PROTECTING
Serial Number:	85063661	PROUDLY PROTECTING
Serial Number:	85063665	PROUDLY PROTECTING
Serial Number:	85063674	PROUDLY PROTECTING
Serial Number:	85063678	PROUDLY PROTECTING
Serial Number:	85063683	PROUDLY PROTECTING
Serial Number:	85063689	PROUDLY PROTECTING
Serial Number:	85063690	PROUDLY PROTECTING
Serial Number:	85063695	PROUDLY PROTECTING
Serial Number:	85063698	PROUDLY PROTECTING

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.888.4267
Email: dcorey@hunton.com
Correspondent Name: Deborah Corey
Address Line 1: 600 Peachtree Street NE, Suite 4100
Address Line 2: Hunton & Williams LLP
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.000020
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	09/28/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of September 27, 2010, 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 May 11, 2006, 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 (including, without limitation, by that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of September 27, 2010), the “**Credit Agreement**”), Lenders have agreed to make 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 the Secured Parties, 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 the Secured Parties, 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.

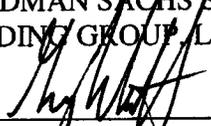
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or electronic mail in portable document format), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: 
Name: Greg Watts
Title: Senior Vice President

Signature Page

Trademark Security Agreement
32522934

TRADEMARK
REEL: 004285 FRAME: 0701

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK AND GOODS/SERVICES	SERIAL NO.	FILING DATE
APX Class 06 - Awards, plaques, trophies	85/063,610	June 15, 2010
APX Class 08 - Tools, screw drivers	85/063,616	June 15, 2010
APX Class 09 - Audio recordings, video recordings, computer programs, bags and backpacks for holding computers; Electrical and electronic burglar alarms	85/063,624	June 15, 2010
APX Class 16 - Writing implements, printed materials, signs	85/063,628	June 15, 2010
APX Class 18 - Luggage, backpacks, bags	85/063,632	June 15, 2010
APX Class 20 - Key chains	85/063,634	June 15, 2010
APX Class 21 - Beverageware	85/063,636	June 15, 2010
APX Class 25 - Clothing, tee shirts, caps	85/063,639	June 15, 2010
APX Class 26 - Buckles, belt buckles	85/063,642	June 15, 2010
APX Class 28 - Sporting goods, toys	85/063,645	June 15, 2010
APX Class 37 - Installation and maintenance of burglar and/or fire alarms	85/063,646	June 15, 2010
APX Class 45 - Monitoring burglar and security alarm systems	85/063,649	June 15, 2010
PROUDLY PROTECTING Class 06 - Awards, plaques, trophies	85/063,651	June 15, 2010

Schedule 1

Trademark Security Agreement
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TRADEMARK
REEL: 004285 FRAME: 0702

MARK AND GOODS/SERVICES	SERIAL NO.	FILING DATE
PROUDLY PROTECTING Class 08 - Tools, screw drivers	85/063,653	June 15, 2010
PROUDLY PROTECTING Class 09 - Audio recordings, video recordings, computer programs, bags and backpacks for holding computers; Electrical and electronic burglar alarms	85/063,657	June 15, 2010
PROUDLY PROTECTING Class 16 - Writing implements, printed materials, signs	85/063,661	June 15, 2010
PROUDLY PROTECTING Class 18 - Luggage, backpacks, bags	85/063,665	June 15, 2010
PROUDLY PROTECTING Class 20 - Key chains	85/063,674	June 15, 2010
PROUDLY PROTECTING Class 21 - Beverageware	85/063,678	June 15, 2010
PROUDLY PROTECTING Class 25 - Clothing, tee shirts, caps	85/063,683	June 15, 2010
PROUDLY PROTECTING Class 26 - Buckles, belt buckles	85/063,689	June 15, 2010
PROUDLY PROTECTING Class 28 - Sporting goods, toys	85/063,690	June 15, 2010
PROUDLY PROTECTING Class 37 - Installation and maintenance of burglar and/or fire alarms	85/063,695	June 15, 2010
PROUDLY PROTECTING Class 45 - Monitoring burglar and security alarm systems	85/063,698	June 15, 2010

Schedule 1

Trademark Security Agreement
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RECORDED: 09/28/2010

TRADEMARK
REEL: 004285 FRAME: 0703