

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nick Lawrence		10/14/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vivint, Inc.		
Street Address:	4931 North 300 West		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3597021	APEX ALARM	
CORRESPONDENCE DATA			
Fax Number:	(801)255-5338		
Phone:	8012555335		
Email:	gclayton@chcpat.com, jserassio@chcpat.com, docketclerk@chcpat.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Grant R. Clayton		
Address Line 1:	P.O. Box 1909		
Address Line 4:	Sandy, UTAH 84091		
ATTORNEY DOCKET NUMBER:	T11734.A		
NAME OF SUBMITTER:	Grant R. Clayton		
Signature:	/Grant R. Clayton/		

OP \$40.00 3597021

Date:

01/31/2012

Total Attachments: 6

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ASSIGNMENT

WHEREAS, Mr. Nick Lawrence and 911, Inc., on the one hand, and Vivint, Inc., on the other hand (hereinafter referred to as "the Parties"), have been involved for several years in a trademark dispute since at least as early as 2003, including ten (10) United States Trademark Trial and Appeal Board Opposition proceedings and one (1) United States Trademark Trial and Appeal Board Cancellation proceeding regarding Vivint, Inc.'s registration of the marks APX ALARM and APX ALARM SECURITY SOLUTIONS and Mr. Nick Lawrence's use of the mark APEX ALARM; and WHEREAS, Vivint, Inc. filed a complaint with the United States District Court for the District of Utah on August 3, 2010 seeking a declaratory judgment against Mr. Nick Lawrence and 911, Inc. (hereinafter referred to as "the Dispute");

WHEREAS, the Parties desire to avoid the expense and inconvenience of further litigation and legal proceedings and to fully and finally settle all issues, differences and controversies between them relating to the Dispute, the Parties have agreed to settle the Dispute and all claims between them in a Settlement Agreement, to which this Assignment is an Exhibit and forms part of the basis for settlement between the Parties;

WHEREAS, Mr. Nick Lawrence represents and warrants that he is the sole owner of certain intellectual property referred to and described in Schedule A below, and WHEREAS, Mr. Nick Lawrence represents and warrants that he is the owner of common law trademark rights in and to the APEX ALARM mark since at least as early as 1966, and WHEREAS Mr. Nick Lawrence, during the discovery process in Trademark Trial and Appeal Board Opposition No. 91175880 (consolidated) has provided documentation to the satisfaction of Vivint, Inc. of such use of the APEX ALARM mark since at least as early as 1966 (hereinafter referred to as the "Lawrence Intellectual Property");

WHEREAS, Mr. Nick Lawrence represents and warrants that he has not sold or otherwise transferred ownership or any other interest in and to the Lawrence Intellectual Property to any third party;

WHEREAS, Mr. Nick Lawrence represents and warrants that he has authority to transfer and assign his entire interest in and to the Lawrence Intellectual Property;

WHEREAS, Mr. Nick Lawrence represents and warrants that the Lawrence Intellectual Property has not been taken from any third party;

WHEREAS, Mr. Nick Lawrence represents and warrants that he does not know of any permissions that must be obtained from any third party in order for the assignment and transfer of ownership made herein to be effective;

WHEREAS, Mr. Nick Lawrence represents and warrants that the Lawrence Intellectual Property was not created while the creator was employed by a third party, or if the creator was employed by a third party during the creation of the Lawrence Intellectual Property that Mr. Nick Lawrence has obtained ownership free and clear of said third party;

WHEREAS, Mr. Nick Lawrence (hereinafter referred to as "ASSIGNOR"), being an individual residing in the State of California, and having an address of 2801 San Pablo Avenue, Berkley, California 94702, has adopted, used, and is using, and is the owner of certain right, title, and interest in and to the Lawrence Intellectual Property, including all common law trademark rights (except those claimed by other unrelated entities, which have used the APEX ALARM mark for their own or for other purposes, but that are not used in connection with installation and maintenance of burglar alarms in residential and/or commercial buildings; and monitoring burglar alarms installed in residential and/or commercial buildings) in and to the APEX ALARM mark back to 1966, U.S. Trademark Registration No. 3,597,021 for the APEX ALARM mark

and certain domain names and social network site accounts owned by ASSIGNOR, including APEXALARM.COM, identified below in Schedule A; and

WHEREAS, Vivint, Inc., a corporation duly organized and existing under the laws of the State of Utah (hereinafter referred to as "ASSIGNEE"), having a principal place of business at 4931 North 300 West, Provo, Utah 84604, is desirous of acquiring all right, title and interest in and to the Lawrence Intellectual Property, including all common law trademark rights to the APEX ALARM mark, U.S. Trademark Registration No. 3,597,021 for the APEX ALARM mark, certain domain names and social network site accounts owned by Mr. Nick Lawrence, including APEXALARM.COM held by Mr. Nick Lawrence;

NOW, THEREFORE, in consideration of three-hundred and seventy-five thousand dollars (\$375,000.00) and for other good and valuable consideration paid to the ASSIGNOR by the ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY WARRANTS, REPRESENTS, ASSIGNS, AND FOREVER RELEASES TO THE ASSIGNEE any and all right, title and interest, which he may hold throughout the world, in and to the Lawrence Intellectual Property as described and identified in Schedule A below, including all common law trademark rights to the APEX ALARM mark, U.S. Trademark Registration No. 3,597,021 for the APEX ALARM mark, and certain domain names and social network site accounts owned by Mr. Nick Lawrence, including APEXALARM.COM.

The ASSIGNOR hereby authorizes and requests all trademark issuing officials and similarly functioning entities, including the United States Commissioner for Trademarks, to issue any and all certificates of registration of the Lawrence Intellectual Property to the ASSIGNEE as the owner of the entire interest of said Lawrence Intellectual Property for the sole use and behoof of the said ASSIGNEE, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon any and all successors of the ASSIGNOR.

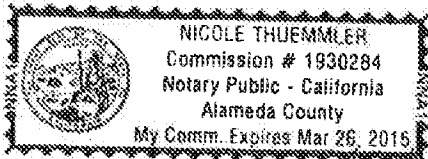
MR. NICK LAWRENCE

[Handwritten signature of Nick Lawrence]

An Individual

STATE OF California
COUNTY OF Alameda)^{SS}

On this 14th day of October, 2011, before me personally appeared Nick Lawrence, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed, on behalf of the identified corporation with authority to do so, for the purposes set forth therein.



My Commission Expires: 03/26/2015

[Handwritten signature of Nicole Thuenmiller]
NOTARY PUBLIC
Residing at: *[Handwritten address]*

FOR VIVINT, INC.

[Handwritten signature of Nathan Wilcox]
VIVINT, INC. Date

By: NATHAN WILCOX

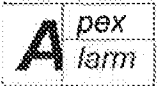
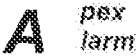
Its: SECRETARY

STATE OF CALIFORNIA, COUNTY OF Alameda
On 10/14/11 before me, Nicole Thuenmiller, notary public,
personally appeared Nick Lawrence
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
SIGNATURE *[Handwritten signature of Nicole Thuenmiller]*



SCHEDULE A
 "Lawrence Intellectual Property"

Description of Lawrence Intellectual Property	Registration No. or Serial No.
<p>Service Mark: APEX ALARM</p> <p>International Class 037: Installation and maintenance of burglar alarms in residential and/or commercial buildings. FIRST USE: 19660000. FIRST USE IN COMMERCE: 19680000</p> <p>International Class 045: Monitoring burglar alarms installed in residential and/or commercial buildings. FIRST USE: 19660000. FIRST USE IN COMMERCE: 19680000.</p>	<p>U.S. Trademark Registration No. 3,597,021</p>
<p>APEX ALARM mark, related marks, and marks that are confusingly similar to the APEX ALARM mark</p>	
<p>Common Law Trademark Rights: APEX ALARM mark, related marks, and marks that are confusingly similar to the APEX ALARM mark, which has been in use since at least as early as 1966 in connection with installation and maintenance of burglar alarms in residential and/or commercial buildings; and monitoring burglar alarms installed in residential and/or commercial buildings.</p>	
<p>Domain Name: APEXALARM.COM</p>	
<p><u>Additional domain names:</u></p> <p>apexalarmreview.com apexalarmscam.com apexalarmsucks.com apexgivesback.com any other domain names owned or controlled by Lawrence and containing the element 'apex' or 'apx'.</p> <p><u>Social network site accounts:</u></p> <p>facebook.com/apexalarm (including all friends and fans) twitter.com/@apexalarm (including all 58+ followers) any other social network site accounts owned or controlled by Lawrence and containing the element 'apex' and/or 'apx' in the account name.</p> <p><u>Telephone number:</u></p> <p>801-812-3000</p>	

Description of Lawrence Intellectual Property	Registration No. or Serial No.
<p>The Lawrence Intellectual Property also includes the two below-illustrated designs, which incorporate dual use of the first letter "A," as such design has been owned and used by Lawrence since prior to the year 2000:</p> <div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 20px;">  </div> <div style="margin-right: 20px;">or</div> <div style="margin-right: 20px;">  </div> </div>	