

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		03/23/2012	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Monitronics Funding LP
Street Address:	2350 Valley View Lane
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
Registration Number:	3380877	MONITRONICS
Registration Number:	3384532	

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$240.00 2034953

Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Attn: Elaine Ziff
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

141900/2

NAME OF SUBMITTER:

Elaine D. Ziff

Signature:

/eziff/

Date:

03/29/2012

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 23rd day of March 2012 by U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee, as successor in interest to Bank of America, N.A., as Indenture Trustee, as successor by merger to LaSalle Bank National Association, as Indenture Trustee ("Assignor"), in favor of MONITRONICS FUNDING LP, a Delaware limited partnership ("Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Grant (as defined below).

WHEREAS, pursuant to the Master Indenture, dated as of August 6, 2007, as supplemented by the Series 2007-1 Indenture Supplement, dated as of August 8, 2007, and Supplemental Indenture No. 1, dated as of July 13, 2009 (collectively, the "Indenture"), by and between Assignor and Assignee, Assignee granted, assigned and conveyed to Assignor a continuing security interest in, and lien on, certain intellectual property, including the Trademarks (which, for clarity, are set forth on Schedule A) and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, pursuant to the Indenture, Assignor and Assignee executed and delivered to Assignee a Grant of Security Interest in Trademarks, dated as of August 6, 2007, between Assignee and Assignor (the "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 Indenture;

WHEREAS, pursuant to the Grant, Assignee created and granted, bargained, sold, warranted, alienated, remised, demised, released, conveyed, assigned, transferred, mortgaged, and pledged to Assignor a continuing security interest, and lien on, the Trademark Collateral, in each case, then existing or thereafter acquired, provided that the grant of security interest did not include any intent-to-use Trademark application or Trademark that may have been deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest would not affect the validity of such Trademark.

WHEREAS, the Grant was recorded in the PTO on August 29, 2007 at Reel/Frame 3611/0244, et seq.;

WHEREAS, Assignor has agreed to terminate, release and discharge fully its continuing security interest in, and lien on, the Trademark Collateral and assign, transfer, and grant all of its right, title and interest in the Trademark Collateral to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, its continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to, the Trademarks set forth on Schedule A, and reassigns and transfers any and all interest that it may have in the Trademark Collateral, including, but not limited to, the Trademarks set forth on Schedule A, to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the PTO, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral, including, but not limited to, the Trademarks set forth on Schedule A, and/or (iii) otherwise file this Release.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments and do any and all further acts which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Trademark Collateral, including, but not limited to, the Trademarks set forth on Schedule A.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its duly authorized officers as of the date above first written.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity, but solely in
its capacity as Indenture Trustee, as
Assignor

By: _____

Name:


CHRISTOPHER J. NUXOLL
VICE PRESIDENT

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 004748 FRAME: 0310

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

FILED	SERIAL NO	MARK	GOODS/SERVICES	REF NO	REG NO	REG DATE
United States						
06/19/95	74/690,652	MONITRONICS	Class 36: Financing services for security alarm dealers; Class 42: Monitoring services for security alarm systems	23618	2,034,953	02/04/97
07/27/98	75/525,459	MONITRONICS INTERNATIONAL, INC. (and Design)	Class 42: Monitoring services for security alarm systems	24381	2,308,760	01/18/00
01/11/99	75/619,903	STATIONLINK	Class 42: Monitoring burglar and security alarms at an alarm monitoring center and providing information to customers regarding the status of security operations via a global computer network	24512	2,656,813	12/03/02
01/11/99	75/619,902	MONINET	Class 42: Monitoring burglar and security alarms	24513	2,423,942	01/23/01
10/18/99	75/824,934	FOUR DOMES OF PROTECTION	Class 42: Monitoring and dispatch services for securing alarm systems	24801	2,499,566	10/23/01
11/22/04	78/521,390	INTERACTIVE AUDIO VERIFICATION	Class 45: Monitoring services for security and alarm systems; monitoring services for security and alarm systems including two-way voice communication features	26667	3,069,549	03/14/06
11/22/04	78/521,367	THE MONITORING EXPERTS	Class 45: Monitoring services for security and alarm systems	26668	3,058,333	02/07/06
06/06/07	77/199,680	MONITRONICS and Design (New Vers.)	Class 36: Financing services for security alarm dealers;	28301	3,380,877	02/12/08

			Class 45: Monitoring services for security alarm systems			
06/07/07	77/200,646	MISC. DESIGN (New Logo)	Class 36: Financing services for security alarm dealers; Class 45: Monitoring services for security alarm systems	28302	3,384,532	02/19/08