

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
Monitronics Funding LP		03/23/2012	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Monitronics International Inc.
Street Address:	2350 Valley View Lane, Suite 100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2308760	MONITRONICS INTERNATIONAL, INC.
Registration Number:	3380877	MONITRONICS
Registration Number:	3384532	
Registration Number:	3882868	MONITRONICS
Registration Number:	3882860	
Registration Number:	3069549	INTERACTIVE AUDIO VERIFICATION
Registration Number:	3058333	THE MONITORING EXPERTS
Registration Number:	2034953	MONITRONICS
Registration Number:	2423942	MONINET
Registration Number:	2656813	STATIONLINK
Registration Number:	2499566	FOUR DOMES OF PROTECTION

CORRESPONDENCE DATA

Fax Number: (212)408-2501

CH \$290.00 2308760

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

Phone: 212-408-2500
Email: nytrmdpt@bakerbotts.com
Correspondent Name: Baker Botts L.L.P.
Address Line 1: 30 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10112-4498

ATTORNEY DOCKET NUMBER:	079524.0113
NAME OF SUBMITTER:	Lauren B. Emerson
Signature:	/Lauren B. Emerson/
Date:	04/11/2012

Total Attachments: 6

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ASSIGNMENT AGREEMENT

This Assignment Agreement (“Assignment”) effective upon the closing time (the “Closing Time”) of the Credit Agreement by and among Monitronics International, Inc., a Texas corporation, Bank of America, N.A., as the administrative agent and the letter of credit issuer thereunder, the lenders identified therein and the other parties identified therein is made by and between Monitronics Funding LP, a limited partnership organized and existing under the laws of Delaware, having a place of business at 2350 Valley View Lane, Suite 100, Dallas, Texas 75234 (hereinafter “Assignor”) and Monitronics International, Inc. a company organized and existing under the laws of Texas, having a place of business at 2350 Valley View Lane, Suite 100, Dallas, Texas 75234 (hereinafter “Assignee”).

WHEREAS, Monitronics Funding LP is the owner of all rights, title and interest in and to the marks identified in Schedule A attached hereto, including the United States trademark registrations therefor, and the goodwill of the business symbolized by the marks (hereinafter the “Monitronics Marks”); and

WHEREAS, Monitronics Funding LP at one point claimed ownership of the marks identified in Schedule B attached hereto, including the United States trademark registrations therefore, and the goodwill of the business symbolized by the marks (hereinafter the “Additional Marks”); and

WHEREAS, Monitronics International, Inc is desirous of acquiring all of Assignor’s rights, title, and interest in and to the Monitronics Marks and the Additional Marks;

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

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Assignor represents, warrants and covenants that: (i) Assignor owns all worldwide and universal rights, title and interest in and to the Monitronics Marks; (ii) Assignor knows of no pending or threatened claims by any third party relating to Assignor's registration or use of the Monitronics Marks; (iii) Assignor has the full right, title, interest and power to enter into this Agreement and there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Agreement; (iv) execution of this assignment shall not result in the material loss or impairment of Assignee’s right to use and own the Monitronics Marks; (iv) Assignor represents and warrants that the information set forth in this Agreement is true, complete and accurate; and (v) Assignor further represents and warrants that Assignor has not and will not encumber, oppose, seek to cancel, initiate action against, or interfere with the worldwide use, registration (including renewal and reregistration), and/or transfer of and/or assignment to Assignee, its successor or assigns, of the Monitronics Marks and the United States trademark registrations therefor together with any and all the goodwill therein.

ASSIGNMENT OF RIGHTS

Said Assignor, does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor's entire worldwide and universal rights, title and interest in and to the Monitronics Marks as defined hereinabove and identified in Schedule A attached hereto, including the United States trademark registrations therefor, together with the goodwill of the business symbolized by the marks, that portion of the business to which the mark(s) pertain, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Assignor if this assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the marks owned by Assignor and Assignor's right to register, renew, defend, protect, and sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of misappropriation, claim of unfair competition or false advertising, likelihood of confusion or dilution of the Monitronics Marks or any other claim or cause of action related to the Monitronics Marks prior to and following the effective date of this Assignment.

Assignor further assigns to Assignee the right to sue and recover damages and/or other compensation for past, present or future claims of infringement, unfair competition, false advertising, misappropriation, and/or dilution, if any.

To the extent that Assignor may own any rights, title or interest in or to the Additional Marks as defined hereinabove and identified in Schedule B attached hereto, Assignor does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest, whatever right, title and interest Assignor may have in and to the Additional Marks, together with any goodwill Assignor may have in such marks, that portion of the business to which those mark(s) pertain, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Assignor if this assignment had not been made, including any claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of misappropriation, claim of unfair competition or false advertising, likelihood of confusion or dilution of the Additional Marks or any other claim or cause of action related to the Additional Marks prior to and following the effective date of this Assignment.

GENERAL PROVISIONS

Assignor shall, without further consideration or remuneration from Assignee, provide any and all such further reasonable assistance, including, but not limited to, providing or executing of any and all other and further documents reasonably necessary to effectuate the terms of this agreement and/or as may be required to assign and/or transfer the Monitronics Marks and/or the registrations therefor, together with the goodwill of the business symbolized by such marks.

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


[Signature page follows.]

IN WITNESS WHEREOF, representatives of the parties, having full power and authority to do so, have executed this Assignment effective as of the date first written above.

MONITRONICS FUNDING LP (Assignor)


By: MI Funding GP, LLC,
as its General Partner

Dated: March 23, 2012

By: 
Name: Michael R. Meyers
Title: Vice President

MONITRONICS INTERNATIONAL, INC. (Assignee)

Dated: March 23, 2012

By: 
Name: Michael R. Meyers
Title: Vice President

Schedule A

MONITRONICS INTERNATIONAL, INC. & Design – U.S. Registration Number: 2308760

MONITRONICS & Design – U.S. Registration Number: 3380877

MISC. DESIGN – U.S. Registration Number: 3384532

MONITRONICS & Design - U.S. Registration Number: 3882868

Design Mark - U.S. Registration Number: 3882860

INTERACTIVE AUDIO VERIFICATION – U.S. Registration Number: 3069549

THE MONITORING EXPERTS – U.S. Registration Number: 3058333

MONITRONICS – U.S. Registration Number: 2034953

For further information regarding each mark assigned pursuant to this Assignment Agreement, see the attached TESS and TARR printouts.

Schedule B

MONINET - which was the subject of U.S. Registration Number: 2423942

STATIONLINK - which was the subject of U.S. Registration Number: 2656813

FOUR DOMES OF PROTECTION - which was the subject of U.S. Registration Number:
2499566