TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vivint, Inc.		11/16/2012	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 N. Tryon St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 110

Property Type	Number	Word Mark
Registration Number:	4094587	VIVINT
Registration Number:	4097258	PROTECTING FAMILIES
Registration Number:	4097257	PROTECTING FAMILIES
Registration Number:	4088488	PROTECTING FAMILIES
Registration Number:	4153443	VIVINT.
Registration Number:	4166498	VIVINT
Registration Number:	3597021	APEX ALARM
Serial Number:	85434507	VIVINT.
Serial Number:	85434497	VIVINT.
Serial Number:	85434489	VIVINT.
Serial Number:	85434480	VIVINT.
Serial Number:	85434472	VIVINT.
Serial Number:	85434465	VIVINT.
Serial Number:	85434454	VIVINT.

CH $2765.00 4094587

Serial Number:	85434443	VIVINT.
Serial Number:	85434427	VIVINT.
Serial Number:	85434417	VIVINT.
Serial Number:	85434409	VIVINT.
Serial Number:	85434400	VIVINT.
Serial Number:	85434391	VIVINT.
Serial Number:	85434381	VIVINT.
Serial Number:	85434177	VIVINT.ENERGY
Serial Number:	85434168	VIVINT.ENERGY
Serial Number:	85434163	VIVINT.ENERGY
Serial Number:	85434160	VIVINT.ENERGY
Serial Number:	85434154	VIVINT.ENERGY
Serial Number:	85434151	VIVINT.ENERGY
Serial Number:	85434148	VIVINT.ENERGY
Serial Number:	85434146	VIVINT.ENERGY
Serial Number:	85434139	VIVINT.ENERGY
Serial Number:	85429800	VIVINT.
Serial Number:	85429796	VIVINT.
Serial Number:	85429792	VIVINT.
Serial Number:	85429788	VIVINT.
Serial Number:	85429784	VIVINT.
Serial Number:	85429783	VIVINT.
Serial Number:	85429770	VIVINT.
Serial Number:	85429766	VIVINT.
Serial Number:	85429762	VIVINT.
Serial Number:	85429757	VIVINT.
Serial Number:	85429746	VIVINT.
Serial Number:	85429741	VIVINT.
Serial Number:	85429735	VIVINT.
Serial Number:	85427430	VIVINT SOLAR
Serial Number:	85427427	VIVINT SOLAR
Serial Number:	85427422	VIVINT SOLAR
Serial Number:	85427420	VIVINT SOLAR
Serial Number:	85427413	VIVINT SOLAR
Serial Number:	85427404	VIVINT SOLAR

	85427400	VIVINT SOLAR
Serial Number:	85427393	VIVINT SOLAR
Serial Number:	85427389	VIVINT SOLAR
Serial Number:	85198994	LIVE INTELLIGENTLY
Serial Number:	85198990	LIVE INTELLIGENTLY
Serial Number:	85198987	LIVE INTELLIGENTLY
Serial Number:	85198957	LIVE INTELLIGENTLY
Serial Number:	85198953	LIVE INTELLIGENTLY
Serial Number:	85199028	SIMPLY SMARTER
Serial Number:	85199027	SIMPLY SMARTER
Serial Number:	85199025	SIMPLY SMARTER
Serial Number:	85199018	SIMPLY SMARTER
Serial Number:	85199013	SIMPLY SMARTER
Serial Number:	85199010	SIMPLY SMARTER
Serial Number:	85199008	SIMPLY SMARTER
Serial Number:	85199004	SIMPLY SMARTER
Serial Number:	85198941	LIVE INTELLIGENT
Serial Number:	85198937	LIVE INTELLIGENT
Serial Number:	85198934	LIVE INTELLIGENT
Serial Number:	85198912	LIVE INTELLIGENT
Serial Number:	85198908	LIVE INTELLIGENT
Serial Number:	85198898	VIVINT
Serial Number:	85198893	VIVINT
Serial Number:	85198892	VIVINT
Serial Number:	85198890	VIVINT
Serial Number:	85198881	VIVINT
Serial Number:	85198877	VIVINT
Serial Number:	85198875	VIVINT
Serial Number:	85198872	VIVINT
Serial Number:	85198869	VIVINT
Serial Number:	85198867	VIVINT
Serial Number:	85198863	VIVINT
Serial Number:	85063698	PROUDLY PROTECTING
Serial Number:	85063695	PROUDLY PROTECTING
Serial Number:	85063657	PROUDLY PROTECTING

	77967338	PROTECTING FAMILIES
Serial Number:	77967320	PROTECTING FAMILIES
Serial Number:	77967315	PROTECTING FAMILIES
Serial Number:	77967308	PROTECTING FAMILIES
Serial Number:	77556649	TEXAS GOLD PRODUCTS
Serial Number:	77566649	APX ALARM
Serial Number:	77566613	APX ALARM
Serial Number:	77566629	APX ALARM
Serial Number:	77566623	APX ALARM
Serial Number:	77566641	APX ALARM
Serial Number:	77566640	APX ALARM
Serial Number:	77566634	APX ALARM
Serial Number:	77566628	APX ALARM
Serial Number:	77566618	APX ALARM
Serial Number:	77566615	APX ALARM
Serial Number:	85063649	APX
Serial Number:	85063646	APX
Serial Number:	85063645	APX
Serial Number:	85063642	APX
Serial Number:	85063639	APX
Serial Number:	85063634	APX
Serial Number:	85063632	APX
Serial Number:	85063628	APX
Serial Number:	85063610	APX
Serial Number:	78777843	APX ALARM SECURITY SOLUTIONS
Serial Number:	85741238	YOUR LIFE CONNECTED

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	428601

	Jean Paterson
Signature:	/jep/
Date:	11/20/2012

Total Attachments: 11
source=11-20-12 Vivint 1-TM#page1.tif
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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Vivint, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: UT
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N. A. , as Administrative Agent

Street Address: 100 N. Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

☐ Individual(s) Citizenship
☒ Association Citizenship USA
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 16, 2012

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alison Sirico, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3881

Docket Number:

Email Address: asirico@cahill.com

6. Total number of applications and registrations involved: 110

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Alison Sirico
Signature

November 16, 2012
Date

Alison Sirico
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 16, 2012, by Vivint, Inc. (the "**Grantor**"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of November 16, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

VIVINT, INC.

By: _____
Name: Patrick Kelliher
Title: Vice President of Finance and Corporate Controller

[Trademark Security Agreement Signature Page]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Don B. Pinzon

Name: Don B. Pinzon
Title: Vice President

[Vivint Trademark Security Agreement Signature Page]

Schedule I

UNITED STATES TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Vivint, Inc.	85/198,883 / 4,094,587	VIVINT
Vivint, Inc.	77/967,364 / 4,097,258	PROTECTING FAMILIES
Vivint, Inc.	77/967,357 / 4,097,257	PROTECTING FAMILIES
Vivint, Inc.	77/967,333 / 4,088,488	PROTECTING FAMILIES
Vivint, Inc.	85/434,450/ 4,153,443	vivint.
Vivint, Inc.	85/198,894/ 4,166,498	VIVINT
Vivint, Inc.	77/044,533/ 3,597,021	APEX ALARM

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Vivint, Inc.	85/434,507	vivint.
Vivint, Inc.	85/434,497	vivint.
Vivint, Inc.	85/434,489	vivint.
Vivint, Inc.	85/434,480	vivint.
Vivint, Inc.	85/434,472	vivint.
Vivint, Inc.	85/434,465	vivint.
Vivint, Inc.	85/434,454	vivint.
Vivint, Inc.	85/434,443	vivint.
Vivint, Inc.	85/434,427	vivint.
Vivint, Inc.	85/434,417	vivint.
Vivint, Inc.	85/434,409	vivint.
Vivint, Inc.	85/434,400	vivint.
Vivint, Inc.	85/434,391	vivint.
Vivint, Inc.	85/434,381	vivint.
Vivint, Inc.	85/434,177	VIVINT.ENERGY
Vivint, Inc.	85/434,168	VIVINT.ENERGY

OWNER	APPLICATION NUMBER	TRADEMARK
Vivint, Inc.	85/434,163	VIVINT.ENERGY
Vivint, Inc.	85/434,160	VIVINT.ENERGY
Vivint, Inc.	85/434,154	VIVINT.ENERGY
Vivint, Inc.	85/434,151	VIVINT.ENERGY
Vivint, Inc.	85/434,148	VIVINT.ENERGY
Vivint, Inc.	85/434,146	VIVINT.ENERGY
Vivint, Inc.	85/434,139	VIVINT.ENERGY
Vivint, Inc.	85/429,800	
Vivint, Inc.	85/429,796	
Vivint, Inc.	85/429,792	
Vivint, Inc.	85/429,788	
Vivint, Inc.	85/429,784	
Vivint, Inc.	85/429,783	
Vivint, Inc.	85/429,770	

OWNER	APPLICATION NUMBER	TRADEMARK
Vivint, Inc.	85/429,766	
Vivint, Inc.	85/429,762	
Vivint, Inc.	85/429,757	
Vivint, Inc.	85/429,746	
Vivint, Inc.	85/429,741	
Vivint, Inc.	85/429,735	
Vivint, Inc.	85/427,430	VIVINT SOLAR
Vivint, Inc.	85/427,427	VIVINT SOLAR
Vivint, Inc.	85/427,422	VIVINT SOLAR
Vivint, Inc.	85/427,420	VIVINT SOLAR
Vivint, Inc.	85/427,413	VIVINT SOLAR
Vivint, Inc.	85/427,404	VIVINT SOLAR
Vivint, Inc.	85/427,400	VIVINT SOLAR
Vivint, Inc.	85/427,393	VIVINT SOLAR
Vivint, Inc.	85/427,389	VIVINT SOLAR
Vivint, Inc.	85/198,994	LIVE INTELLIGENTLY

OWNER	APPLICATION NUMBER	TRADEMARK
Vivint, Inc.	85/198,990	LIVE INTELLIGENTLY
Vivint, Inc.	85/198,987	LIVE INTELLIGENTLY
Vivint, Inc.	85/198,957	LIVE INTELLIGENTLY
Vivint, Inc.	85/198,953	LIVE INTELLIGENTLY
Vivint, Inc.	85/199,028	SIMPLY SMARTER
Vivint, Inc.	85/199,027	SIMPLY SMARTER
Vivint, Inc.	85/199,025	SIMPLY SMARTER
Vivint, Inc.	85/199,018	SIMPLY SMARTER
Vivint, Inc.	85/199,013	SIMPLY SMARTER
Vivint, Inc.	85/199,010	SIMPLY SMARTER
Vivint, Inc.	85/199,008	SIMPLY SMARTER
Vivint, Inc.	85/199,004	SIMPLY SMARTER
Vivint, Inc.	85/198,941	LIVE INTELLIGENT
Vivint, Inc.	85/198,937	LIVE INTELLIGENT
Vivint, Inc.	85/198,934	LIVE INTELLIGENT
Vivint, Inc.	85/198,912	LIVE INTELLIGENT
Vivint, Inc.	85/198,908	LIVE INTELLIGENT
Vivint, Inc.	85/198,898	VIVINT
Vivint, Inc.	85/198,893	VIVINT
Vivint, Inc.	85/198,892	VIVINT
Vivint, Inc.	85/198,890	VIVINT
Vivint, Inc.	85/198,881	VIVINT
Vivint, Inc.	85/198,877	VIVINT

OWNER	APPLICATION NUMBER	TRADEMARK
Vivint, Inc.	85/198,875	VIVINT
Vivint, Inc.	85/198,872	VIVINT
Vivint, Inc.	85/198,869	VIVINT
Vivint, Inc.	85/198,867	VIVINT
Vivint, Inc.	85/198,863	VIVINT
Vivint, Inc.	85/063,698	PROUDLY PROTECTING
Vivint, Inc.	85/063,695	PROUDLY PROTECTING
Vivint, Inc.	85/063,657	PROUDLY PROTECTING
Vivint, Inc.	77/967,338	PROTECTING FAMILIES
Vivint, Inc.	77/967,320	PROTECTING FAMILIES
Vivint, Inc.	77/967,315	PROTECTING FAMILIES
Vivint, Inc.	77/967,308	PROTECTING FAMILIES
Vivint, Inc.	77/566,649	APX Alarm
Vivint, Inc.	77/566,643	APX Alarm
Vivint, Inc.	77/566,613	APX Alarm
Vivint, Inc.	77/566,629	APX Alarm
Vivint, Inc.	77/566,623	APX Alarm
Vivint, Inc.	77/566,641	APX Alarm
Vivint, Inc.	77/566,640	APX Alarm
Vivint, Inc.	77/566,634	APX Alarm
Vivint, Inc.	77/566,628	APX Alarm
Vivint, Inc.	77/566,618	APX Alarm
Vivint, Inc.	77/566,615	APX Alarm

OWNER	APPLICATION NUMBER	TRADEMARK
Vivint, Inc.	85/063,649	APX
Vivint, Inc.	85/063,646	APX
Vivint, Inc.	85/063,645	APX
Vivint, Inc.	85/063,642	APX
Vivint, Inc.	85/063,639	APX
Vivint, Inc.	85/063,634	APX
Vivint, Inc.	85/063,632	APX
Vivint, Inc.	85/063,628	APX Alarm
Vivint, Inc.	85/063,610	APX Alarm
Vivint, Inc.	78/777,843	APX ALARM SECURITY SOLUTIONS
Vivint, Inc.	85/741,238	YOUR LIFE CONNECTED