

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
Pinnacle Security, LLC		03/24/2011	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	231 S. LaSalle Street		
Internal Address:	Mail Code: IL1-231-09-42		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3388173	P	
Registration Number:	3589653	PINNACLE SECURITY	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman c/o Winston & Strawn		
Address Line 1:	101 California Street		
Address Line 2:	Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111-5894		
ATTORNEY DOCKET NUMBER:	001740.00238		
NAME OF SUBMITTER:	Becky L. Troutman		

CH \$65.00 3388173

Signature:	/Becky L. Troutman/
Date:	11/19/2012
Total Attachments: 7 source=Pinnacle-BofA-IPSecurityAgrmnt#page1.tif source=Pinnacle-BofA-IPSecurityAgrmnt#page2.tif source=Pinnacle-BofA-IPSecurityAgrmnt#page3.tif source=Pinnacle-BofA-IPSecurityAgrmnt#page4.tif source=Pinnacle-BofA-IPSecurityAgrmnt#page5.tif source=Pinnacle-BofA-IPSecurityAgrmnt#page6.tif source=Pinnacle-BofA-IPSecurityAgrmnt#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of March 24, 2011, between Pinnacle Security, LLC, a Utah limited liability company (the “Grantor”), having its chief executive office at 1290 Sandhill Road, Orem, Utah, 84058 and BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”), with offices at 231 S. LaSalle Street, Mail Code: IL1-231-09-42, Chicago, Illinois, 60604.

This Agreement is executed pursuant to the terms of (i) the Credit Agreement dated as of March 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Pinnacle Security, LLC, a Utah limited liability company (“Pinnacle Security”), Pinnacle Security CA, LP, a Utah limited partnership (“Pinnacle LP”), Pinnacle Alarm, LLC, a Delaware limited liability company (“Pinnacle Alarm”), Pinnacle Alarm II, LLC, a Delaware limited liability company (“Pinnacle Alarm II”, and together with Pinnacle Security, Pinnacle LP and Pinnacle Alarm, the “Borrowers”), the other Loan Parties party thereto, the Administrative Agent and the Lenders party thereto and (ii) the Pledge and Security Agreement dated as of March 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) executed by the Borrowers and the other Loan Parties party thereto in favor of the Administrative Agent, for the ratable benefit of itself and the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Pledge and Security Agreement, to the Administrative Agent, for the ratable benefit of itself and the Secured Parties, of a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) all of its Patents and Patent Licenses, including, without limitation, those listed on Schedule A hereto;
- (b) all of its Trademarks and Trademark Licenses, including, without limitation, those listed on Schedule B hereto;
- (c) all of its Copyrights and Copyright Licenses, including, without limitation, those listed on Schedule C hereto;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all rights, priorities and privileges relating to the foregoing, including all goodwill associated with any of the foregoing, and all rights to sue at law or in equity for any past, present or future infringement or other violation or impairment thereof, including the right to receive all proceeds and damages therefrom.

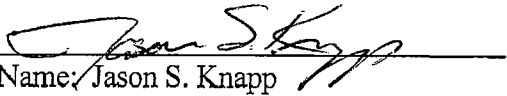
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In

the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

PINNACLE SECURITY, LLC,
as Grantor

By: 
Name: Jason S. Knapp
Title: Executive Vice President of Finance

Agreed and Accepted as of the 24th day of
March, 2011.

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

By: 

Name: Roberto Salazar

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004903 FRAME: 0838

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Registration No.</u>	<u>Date</u>
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None.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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None.


III. PATENT LICENSES

None.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
P 	3388173	26-FEB-2008
PINNACLE SECURITY	3589653	17-MAR-2009

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. TRADEMARK LICENSES

None.

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Registration No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

None.