

700497166

12/03/2012

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SN 77/556,649 inadvertently included in the filing, the SN should be 77/566,643 previously recorded on Reel 004903 Frame 0800. Assignor(s) hereby confirms the Security Agreement.																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Vivint, Inc.</td> <td></td> <td>11/16/2012</td> <td>CORPORATION: UTAH</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Vivint, Inc.		11/16/2012	CORPORATION: UTAH																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Bank of America, N.A., as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">100 N. Tryon St.</td> </tr> <tr> <td>City:</td> <td colspan="3">Charlotte</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">NORTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">28255-0001</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">National Association: UNITED STATES</td> </tr> </table>				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		
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PROPERTY NUMBERS Total: 1																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th colspan="2">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77566643</td> <td colspan="2">APX ALARM</td> </tr> </tbody> </table>				Property Type	Number	Word Mark		Serial Number:	77566643	APX ALARM																	
Property Type	Number	Word Mark																									
Serial Number:	77566643	APX ALARM																									
CORRESPONDENCE DATA																											
Fax Number: 3026365454																											
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
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																											
NAME OF SUBMITTER:	Jean Paterson																										
Signature:	/jep/																										
Date:	11/27/2012																										

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TRADEMARK  
REEL: 004912 FRAME: 0723

## 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.

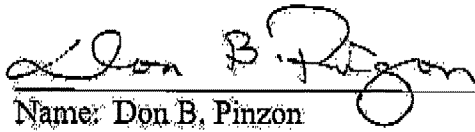
[Signature pages follow.]

VIVINT, INC.

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

[Trademark Security Agreement Signature Page]

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

By:   
Name: Don B. Pinzon  
Title: Vice President

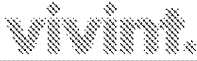
[Print Trademark Security Agreement/Signature Page]

**TRADEMARK**  
**REEL: 004912 FRAME: 0726**

## Schedule I








## UNITED STATES TRADEMARKS







Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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, Inc.	85/198,894/ 4,166,498	VIVINT
Vivint, Inc.	77/044,533/ 3,597,021	APEX ALARM

Applications:

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
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

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
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	

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
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



<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
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

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
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

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
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