

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
Fire Protection Service Corporation		12/04/2012	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Seacoast Capital Partners III, L.P.		
Street Address:	One Bush Street		
Internal Address:	Suite 650		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85334303	LINK HOME SECURITY	
Registration Number:	4244401	MOUNTAIN ALARM	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(214) 758-1500		
Email:	ipdocketing@pattonboggs.com		
Correspondent Name:	Patton Boggs LLP		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	009091.0178		
NAME OF SUBMITTER:	Margaret Carter		
Signature:	/Margaret Carter/		

OP \$65.00 85334303

TRADEMARK

Date:

12/18/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is dated as of December 4, 2012, by FIRE PROTECTION SERVICE CORPORATION, a Utah corporation (“Grantor”), in favor of SEACOAST CAPITAL PARTNERS III, L.P., a Delaware limited partnership (“Purchaser” or “Secured Party”).

WHEREAS, pursuant to that certain Subordinated Note, Warrant and Securities Purchase Agreement (as it may hereafter from time to time be amended, restated, modified or supplemented, the “Purchase Agreement”) dated as of even date herewith by and between Grantor and Purchaser, the Purchaser has agreed to provide certain loans and other financial accommodations to Grantor; and

WHEREAS, pursuant to the Purchase Agreement, Grantor is required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Secured Party a continuing a priority (subject to the security interests in favor of Senior Lender and the other Permitted Encumbrances) security interest in all of Grantor’s right, title, and interest in, to, and under the following (collectively, the “Trademark Collateral”): all of its trademark applications and trademarks, whether now owned or hereafter acquired, including without limitation those listed on Schedule I hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trademarks relate.

3. Purchase Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Miscellaneous. The validity, interpretation and performance of this Trademark Security Agreement shall, pursuant to New York General Obligations Law Section 5-1401, be governed and construed in accordance with the laws of the State of New York without regard to such state’s choice of law provisions that would result in the application of the laws of a different jurisdiction. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any judicial proceeding arising out of or relating to this Trademark Security Agreement shall be handled in accordance with and pursuant to the provisions of Section 9.14 of the Purchase Agreement, including venue and service of process. Any notice or request under this Trademark Security Agreement shall be given to any party to this Assignment at such party’s address set forth in the Purchase Agreement.

5. SUBORDINATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, ALL TERMS AND PROVISIONS HEREOF ARE SUBJECT TO THE SUBORDINATION AGREEMENT (AS DEFINED IN THE PURCHASE AGREEMENT), AND EACH RIGHT OF THE SECURED PARTY AND OBLIGATION OF GRANTOR HEREUNDER IS SUBJECT TO ANY ANALOGOUS RIGHT OF THE SENIOR LENDER (AS DEFINED IN THE PURCHASE AGREEMENT) AND OBLIGATION OF GRANTOR TO THE SENIOR LENDER.

[SIGNATURE PAGES FOLLOW]

FIRE PROTECTION SERVICE CORPORATION
d/b/a MOUNTAIN ALARM
a Utah corporation

By: Rodney B. Garner
Name: Rodney B. Garner
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004921 FRAME: 0616

SEACOAST CAPITAL PARTNERS III, L.P.

By: Seacoast III Advisors, LLC,
Its general partner

By: *Jeffrey J. Holland*
Name: *Jeffrey J. Holland*
Title: *Member*

[Signature Page to Trademark Security Agreement]

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Mountain Alarm	Reg. No. 4,244,401	November 20, 2012

U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
Link Home Security	85334303	May 31, 2011