

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
California Security Alarms, Inc.		12/03/2012	CORPORATION: CALIFORNIA
Security Alarm Financing Enterprises, L.P.		12/03/2012	LIMITED PARTNERSHIP: CALIFORNIA
Security Alarm Financing Enterprises, Inc.		12/03/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	231 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1533545	CALIFORNIA SECURITY
Registration Number:	2349194	
Registration Number:	1535679	CALIFORNIA SECURITY
Registration Number:	3357925	
Registration Number:	2505890	S
Registration Number:	2432599	SAFE
Registration Number:	2939036	S SAFE
Registration Number:	2852346	SAFE FINANCIAL
Registration Number:	3116559	SAFE SECURITY
Registration Number:	3346190	SAFE SECURITY
Registration Number:	3109607	SAFE SERVICE

Registration Number:	2757962	SECURITY ALARM FINANCING ENTERPRISES
Serial Number:	85717558	SAFE@HOME

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	1740-243
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	01/16/2013

Total Attachments: 8
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of December 3, 2012, between CALIFORNIA SECURITY ALARMS, INC., a California corporation ("CSA"), SECURITY ALARM FINANCING ENTERPRISES, L.P., a California limited partnership ("SAFE"), SECURITY ALARM FINANCING ENTERPRISES, INC., a California corporation ("SAFE GP"), and together with CSA and SAFE, the "Grantors"), having their chief executive office at 2440 Camino Ramon, Suite 200, San Ramon, CA 94583 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.

CSA, SAFE, SAFE GP, SAFE Security Inc., a Delaware corporation, and the Administrative Agent are parties to that Trademark Security Agreement dated as of April 17, 2009 (the "Existing Trademark Security Agreement").

This Agreement is executed pursuant to the terms of (i) the Second Amended and Restated Credit Agreement dated as of December 3, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among California Security Alarms, Inc., a California corporation ("CSA"), Security Alarm Financing Enterprises, L.P., a California limited partnership ("SAFE"), and together with CSA, the "Borrowers"), the other Loan Parties party thereto, the Administrative Agent and the Lenders party thereto and (ii) the Amended and Restated Pledge and Security Agreement dated as of December 3, 2012 (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.

The parties hereto have agreed to amend and restate the Existing Trademark Security Agreement pursuant to this Agreement as a condition precedent to each Lender's obligation to extend credit under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby confirm 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 Grantors' 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.

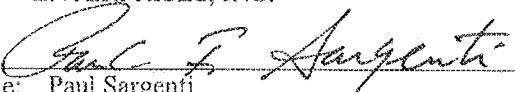
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any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

This Agreement amends, restates and replaces in its entirety the Existing Trademark Security Agreement. All rights, benefits, liabilities and obligations of the parties to the Existing Trademark Security Agreement are hereby amended, restated, replaced and superseded in their entirety according to the terms and provisions set forth herein. Each of the Grantors party hereto represents and warrants that as of the Second Restatement Date there are no claims or offsets against, or defenses or counterclaims to, its obligations under the Existing Trademark Security Agreement or any of the other agreements, documents or instruments executed in connection therewith. To induce the Administrative Agent to enter into this Agreement, each of the Grantors party hereto waives any and all such claims, offsets, defenses and counterclaims, whether known or unknown, arising prior to the Second Restatement Date and relating to the Existing Trademark Security Agreement.

[Signature Pages Follow]

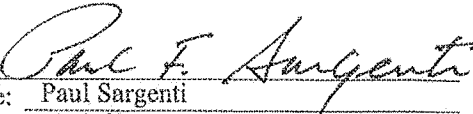
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

CALIFORNIA SECURITY ALARMS, INC.
SECURITY ALARM FINANCING
ENTERPRISES, INC.

By: 
Name: Paul Sargenti
Title: Chief Executive Officer

SECURITY ALARM FINANCING
ENTERPRISES, L.P.

By: Security Alarm Financing Enterprises, Inc., its
general partner

By: 
Name: Paul Sargenti
Title: Chief Executive Officer

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 004944 FRAME: 0018

Agreed and Accepted as of the 3rd day of
December, 2012.

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

By:  _____

Name: Angela Larkin

Title: Assistant Vice President

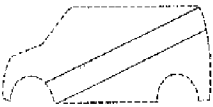

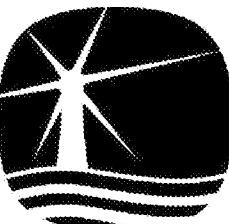


Schedule A
to
Amended and Restated Intellectual Property Security Agreement


PATENTS AND PATENT APPLICATIONS

None.

Schedule B
to
Amended and Restated Intellectual Property Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
CALIFORNIA SECURITY	Registered	73641874 Jan 29, 1987	1533545 Apr 4, 1989	California Security Alarms, Inc.
CALIFORNIA SECURITY 	Registered	75175932 Oct 2, 1996	2349194 May 16, 2000	California Security Alarms, Inc.
DESIGN MARK 	Registered	73641873 Jan 29, 1987	1535679 Apr 18, 1989	California Security Alarms, Inc.
LIGHTHOUSE LOGO 	Registered	78910442 Jun 16, 2006	3357925 Dec 18, 2007	Security Alarm Financing Enterprises, L.P.
S (STYLIZED/LIGHTHOUSE DESIGN) 	Registered	75867527 Dec 9, 1999	2505890 Nov 13, 2001	Security Alarm Financing Enterprises, Inc.
SAFE	Registered	75517045 Jul 10, 1998	2432599 Mar 6, 2001	Security Alarm Financing Enterprises, L.P.
SAFE & DESIGN 	Registered	76170348 Nov 22, 2000	2939036 Apr 12, 2005	Security Alarm Financing Enterprises, L.P.
SAFE FINANCIAL	Registered	76170214 Nov 22, 2000	2852346 Jun 15, 2004	Security Alarm Financing Enterprises, L.P.

Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
SAFE SECURITY	Registered	78591366 Mar 21, 2005	3116559 Jul 18, 2006	Security Alarm Financing Enterprises, L.P.
SAFE SECURITY AND LIGHTHOUSE DESIGN 	Registered	78910334 Jun 16, 2006	3346190 Nov 27, 2007	Security Alarm Financing Enterprises, L.P.
SAFE SERVICE	Registered	76241616 Apr 16, 2001	3109607 Jun 27, 2006	Security Alarm Financing Enterprises, L.P.
SECURITY ALARM FINANCING ENTERPRISES	Registered	76211920 Feb 15, 2001	2757962 Sep 2, 2003	Security Alarm Financing Enterprises, L.P.
SAFE@HOME	Pending ITU	85717558 Aug. 30, 2012		Security Alarm Financing Enterprises, L.P.

Schedule C
to
Amended and Restated Intellectual Property Security Agreement

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.