

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
Alarm Security Group LLC		03/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	5404 Wisconsin Avenue		
Internal Address:	2nd Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2124596	SAFEGUARD SECURITY	
Registration Number:	2124597	SAFEGUARD SECURITY	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0069906-000012		
NAME OF SUBMITTER:	Michael L. Dever		

CH \$65.00 2124596

Signature:	/Michael L. Dever/
Date:	03/29/2013
Total Attachments: 3 source=capitalsource bank-alarm security group agreement#page1.tif source=capitalsource bank-alarm security group agreement#page2.tif source=capitalsource bank-alarm security group agreement#page3.tif	

SECURITY GRANT - TRADEMARKS

WHEREAS, ALARM SECURITY GROUP LLC, a limited liability company (the "Grantor"), holds all right, title and interest in and to the trademark(s) listed on the annexed Schedule 1, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into an Intellectual Property Security Agreement, dated as of October 26, 2007, by and among Grantor, Grantee (as defined below) and the other Pledgors (as defined therein) party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement"), in favor of CapitalSource Finance LLC, in its capacity as agent for the lenders from time to time party thereto (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

This instrument shall be governed by the internal laws of the State of Maryland, without regarding to conflicts of laws principles.

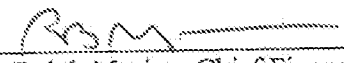
Dated: January 28, 2011

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

ALARM SECURITY GROUP LLC, a Delaware
limited liability company

By: 
Ralph Masino, Chief Financial Officer

[Signature page to Security Grant-Trademarks]

TRADEMARK
REEL: 004994 FRAME: 0411

SCHEDULE 1 TO SECURITY GRANT - TRADEMARKS

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date
ASG Security	85069488/ June 23, 2010	