

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
REMOTE ENTERPRISE MONITORING, INC.		10/18/2013	CORPORATION: MINNESOTA
SMS SYSTEMS MAINTENANCE SERVICES, INC.		10/18/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3767277	FIX-IT-FIRST	
Registration Number:	3582162	SINGLEPOINT	
Registration Number:	3705145	REMOTE ENTERPRISE MONITORING	
Registration Number:	3637087	REMOTE ENTERPRISE MONITORING	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-556-2100		
Email:	clein@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

CH \$115.00 3767277

TRADEMARK

ATTORNEY DOCKET NUMBER:	09631-009221
NAME OF SUBMITTER:	Chelsea Lein
Signature:	/Chelsea Lein/
Date:	10/18/2013
<p>Total Attachments: 5</p> <p>source=SMS - 2013 EXECUTED Second Lien Trademark Security Agreement#page1.tif</p> <p>source=SMS - 2013 EXECUTED Second Lien Trademark Security Agreement#page2.tif</p> <p>source=SMS - 2013 EXECUTED Second Lien Trademark Security Agreement#page3.tif</p> <p>source=SMS - 2013 EXECUTED Second Lien Trademark Security Agreement#page4.tif</p> <p>source=SMS - 2013 EXECUTED Second Lien Trademark Security Agreement#page5.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2013 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 18, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among the Borrowers, Holdings, the Lenders from time to time party thereto and GE Capital, as the Administrative Agent, the Lenders have severally agreed to make term loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of the date hereof (the "Second Lien Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement 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 Lenders and the Administrative Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective term loans to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to the terms and provisions of the Second Lien Guaranty and Security Agreement, each Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all Trademarks owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those identified on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that “Trademark Collateral” shall not include any Excluded Property.

Section 3. Second Lien Guaranty and Security Agreement.

(a) The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

(b) 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 Second Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and provisions of the Second Lien Guaranty and Security Agreement, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner for Trademarks of the United States record this security interest in the Trademark Collateral.


Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

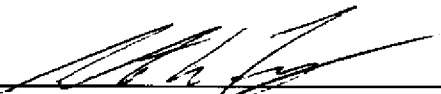
Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REMOTE ENTERPRISE MONITORING, INC.,
as Grantor

By: 
Name: Steven K. Favory
Title: Chief Financial Officer

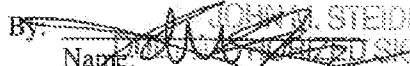
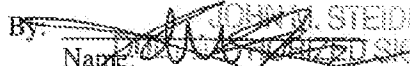
SMS SYSTEMS MAINTENANCE SERVICES, INC.,
as Grantor

By: 
Name: Steven K. Favory
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By:  JOHN A. STEIDLE
Name:  AUTHORIZED SIGNATORY
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

TRADEMARK

REEL: 005133 FRAME: 0459

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Reg. No.	Reg. Date	Owner
FIX-IT-FIRST	3,767,277	3/30/2010	SMS Systems Maintenance Services, Inc.
SINGLEPOINT	3,582,162	3/3/2009	SMS Systems Maintenance Services, Inc.
REMOTE ENTERPRISE MONITORING	3,705,145	11/03/2009	Remote Enterprise Monitoring, Inc.
REMOTE ENTERPRISE MONITORING	3,637,087	06/09/2009	Remote Enterprise Monitoring, Inc.

B. TRADEMARK APPLICATIONS

None

C. IP LICENSES

None