

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALARM.COM INCORPORATED		05/08/2014	CORPORATION: DELAWARE
ENERGYHUB, INC.		05/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3582628	CONNECTED CAREGIVER	
Registration Number:	3859685	BECLOSE	
Registration Number:	3969275	A SECURITY SYSTEM FOR YOUR SECURITY SYST	
Registration Number:	4058342	ALARM.COM	
Registration Number:	4058341	ALARM.COM	
Registration Number:	4185452	EMPOWER	
Registration Number:	4218648	POINTCENTRAL	
Registration Number:	4313658	POINTS SAFE	
Registration Number:	3785229	UP & ABOUT	
Registration Number:	4225962	ENERGYHUB	
Registration Number:	3822834	BRINGING THE SMART GRID HOME	
Registration Number:	3944975	BRINGING HOME THE SMART GRID	
Registration Number:	3874246	THE CONSUMER FACE OF THE SMART GRID	
Serial Number:	85087806	UBERGATEWAY	
Serial Number:	85069253	UBERGATEWAY	
Serial Number:	85798454	BUILDING 36	
Serial Number:	86023625	SMARTSHIFT	
Serial Number:	86026012	BRING YOUR OWN THERMOSTAT	
TRADEMARK			

OP \$490.00 3582628

Property Type	Number	Word Mark
Serial Number:	86023637	RADIUS

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149722
NAME OF SUBMITTER:	MONICA COURTADE
SIGNATURE:	/MONICA COURTADE/
DATE SIGNED:	05/09/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of May 8, 2014, is entered into by and between **ALARM.COM INCORPORATED**, a Delaware corporation, and **ENERGYHUB, INC.**, a Delaware corporation (each and together, jointly and severally, the "*Grantor*"), and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), by and among the Grantor, Alarm.com Holdings, Inc., the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms, conditions and limitations provided for in the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Alicia Fuller

Name: Alicia Fuller

Title: Vice President

Address of Assignee:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304

GRANTOR:

ALARM.COM INCORPORATED

By:  _____

Name: Jennifer Moyer

Title: Chief Financial Officer

Address:

8150 Leesburg Pike, Suite 1400
Vienna, Virginia 22182

ENERGYHUB, INC.

By: _____

Name: Seth Frader-Thompson

Title: President

Address:

232 Third Street
Brooklyn, New York 11215

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005277 FRAME: 0045

GRANTOR:

ALARM.COM INCORPORATED

By: _____

Name: Jennifer Moyer

Title: Chief Financial Officer

Address:

8150 Leesburg Pike, Suite 1400
Vienna, Virginia 22182

ENERGYHUB, INC.

By:  _____

Name: Seth Frader-Thompson

Title: President

Address:

232 Third Street
Brooklyn, New York 11215

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks of Alarm.com Incorporated

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	3,582,628	3/3/2009	5/8/2008	Alarm.com Incorporated	CONNECTED CAREGIVER
United States	3,859,685	10/12/2010	2/4/2010	Alarm.com Incorporated	BECLOSE
United States	3,969,275	5/31/2011	6/16/2010	Alarm.com Incorporated	A SECURITY SYSTEM FOR YOUR SECURITY SYSTEM
United States	4,058,342	11/22/2011	4/1/2010	Alarm.com Incorporated	ALARM.COM & Design
United States	4,058,341	11/22/2011	4/1/2010	Alarm.com Incorporated	ALARM.COM
United States	4,185,452	8/7/2012	10/14/2011	Alarm.com Incorporated	EMPOWER (Stylized)
United States	4,218,648	10/2/2012	2/1/2011	Alarm.com Incorporated	POINTCENTRAL
United States	4,313,658	4/2/2013	5/9/2011	Alarm.com Incorporated	POINTS SAFE
United States	3,785,229	5/4/2010	10/18/2007	Alarm.com Incorporated	UP & ABOUT
Canada	857316	8/8/2013	8/4/2010	Alarm.com Incorporated	BECLOSE
Canada	864889	11/13/2013	4/11/2012	Alarm.com Incorporated	EMPOWER & DESIGN
Canada	778,040	9/24/2010	11/10/2008	Alarm.com Incorporated	CONNECTED CAREGIVER

Registered Trademarks of EnergyHub, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4,225,962	10/16/2012	3/12/2009	EnergyHub, Inc.	EnergyHub
United States	3,822,834	7/20/2010	4/2/2009	EnergyHub, Inc.	Bringing the Smart Grid Home
United States	3,944,975	4/12/2011	4/2/2009	EnergyHub, Inc.	Bringing Home the Smart Grid
United States	3,874,246	11/9/2010	4/2/2009	EnergyHub, Inc.	The Consumer Face of the Smart Grid
Canada	TMA778520	9/30/2010	10/2/2009	EnergyHub, Inc.	EnergyHub
Canada	TMA778518	9/30/2010	10/2/2009	EnergyHub, Inc.	Bringing the Smart Grid Home

Canada	TMA778518	9/30/2010	10/2/2009	EnergyHub, Inc.	The Consumer Face of the Smart Grid
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Pending Trademark Applications of Alarm.com Incorporated

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	85087806	7/19/2010	Alarm.com Incorporated	UBERGATEWAY
United States	85069253	6/23/2010	Alarm.com Incorporated	UBERGATEWAY
United States	85798454	12/10/2012	Alarm.com Incorporated	BUILDING 36

Pending Trademark Applications of EnergyHub, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	86023625	7/30/2013	EnergyHub, Inc.	SmartShift
United States	86026012	8/1/2013	EnergyHub, Inc.	Bring Your Own Thermostat
United States	86023637	7/30/2013	EnergyHub, Inc.	Radius

Licensed Registered Trademarks and Pending Trademark Applications

None.