

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CALIFORNIA SECURITY ALARMS, INC.		08/20/2014	CORPORATION: CALIFORNIA
SECURITY ALARM FINANCING ENTERPRISES, L.P..		08/20/2014	LIMITED PARTNERSHIP: CALIFORNIA
SECURITY ALARM FINANCING ENTERPRISES, INC.		08/20/2014	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	ICV Partners II, L.P.
<b>Street Address:</b>	299 Park Avenue
<b>Internal Address:</b>	34th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

## 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:	4385498	SAFE@HOME
Registration Number:	2757962	SECURITY ALARM FINANCING ENTERPRISES

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2124464900*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 2124464800**Email:** hayley.smith@kirkland.com**Correspondent Name:** Kirkland & Ellis LLP**Address Line 1:** Attn Hayley Smith, Sr. Legal Assistant**Address Line 2:** 601 Lexington Avenue**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 17463-2**NAME OF SUBMITTER:** Hayley Smith**SIGNATURE:** //Hayley Smith//**DATE SIGNED:** 09/04/2014**Total Attachments: 8**

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page1.tif

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page2.tif

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page3.tif

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page4.tif

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page5.tif

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page6.tif

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page7.tif

source=SAFE 2nd Lien Intellectual Property Security Agreement (EXECUT)#page8.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of August 20, 2014, 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 ICV Partners II, L.P., in its capacity as lender (together with any successor(s), assigns(s) thereto, the “Lender”).

This Agreement is executed pursuant to the terms of (i) the Senior Subordinated Secured Term Loan and Guaranty Agreement dated as of the date hereof (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, and the Lender and (ii) the Pledge and Security Agreement dated as of the date hereof (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 Lender, for the ratable benefit of itself. 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.

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 Lender, for the ratable benefit of itself, 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 Lender 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.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender hereunder are subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

[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 F. Sargenti  
Title: President & Chief Executive Officer

SECURITY ALARM FINANCING  
ENTERPRISES, L.P.

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

By:   
Name: Paul F. Sargenti  
Title: President & Chief Executive Officer

Agreed and Accepted as of the 20th day of August 2014.

ICV Partners II, L.P.,  
as Lender

By: ICV Associates II, LLC,  
its general partner

A handwritten signature in black ink, appearing to be 'CM', written over a horizontal line.

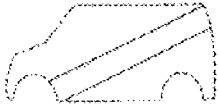




By: \_\_\_\_\_  
Name: Cory Mims  
Title: Managing Director

Schedule A  
to  
Intellectual Property Security Agreement  
PATENTS AND PATENT APPLICATIONS


None.

Schedule B  
to  
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 (and design) 	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 (018991)
SAFE & DESIGN 	Registered	76170348 Nov 22, 2000	2939036 Apr 12, 2005	Security Alarm Financing Enterprises (018991)
SAFE FINANCIAL	Registered	76170214 Nov 22, 2000	2852346 Jun 15, 2004	Security Alarm Financing Enterprises (018991)
SAFE SECURITY	Registered	78591366 Mar 21, 2005	3116559 Jul 18, 2006	Security Alarm Financing Enterprises (018991)
SAFE SECURITY (and design)	Registered	78910334	3346190	Security Alarm Financing



Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
		Jun 16, 2006	Nov 27, 2007	Enterprises, L.P.
SAFE SERVICE	Registered	76241616 Apr 16, 2001	3109607 Jun 27, 2006	SECURITY ALARM FINANCING ENTERPRISES, L.P.
SAFE@HOME	Registered	85717558 Aug 30, 2012	4385498 Aug 13, 2013	Security Alarm Financing Enterprises LP
SECURITY ALARM FINANCING ENTERPRISES	Registered	76211920 Feb 15, 2001	2757962 Sep 2, 2003	Security Alarm Financing Enterprises, L.P.

Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.