

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forward Home Security, LLC		11/12/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	100 Plaza One		
Internal Address:	Sixth Floor MS 0699		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311-3901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4587253	S SMITH MONITORING	
Registration Number:	4303625	SMITH MONITORING	
Registration Number:	4274804	FORWARD HOME SECURITY	
Registration Number:	4233194	FORWARD HOME SECURITY	
Registration Number:	4233198	SMART+ HOME	
Registration Number:	4271422	THE FUTURE OF HOME SECURITY	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	40334-63-RFS		
NAME OF SUBMITTER:	Rob Soneson		

CH \$165.00 4587253

SIGNATURE:	/rsoneson/
DATE SIGNED:	11/14/2014
Total Attachments: 8 source=IP Security Agmt#page1.tif source=IP Security Agmt#page2.tif source=IP Security Agmt#page3.tif source=IP Security Agmt#page4.tif source=IP Security Agmt#page5.tif source=IP Security Agmt#page6.tif source=IP Security Agmt#page7.tif source=IP Security Agmt#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by Forward Home Security, LLC, a Texas limited liability company (the “Grantor”) in favor of Deutsche Bank Trust Company Americas, located at c/o Deutsche Bank National Trust Company, 100 Plaza One, Sixth Floor, MS 0699, Jersey City, NJ 07311-3901, (i) in its capacity as Priority Collateral Trustee (as defined in the Collateral Trust Agreement described below) and (ii) in its capacity as Parity Collateral Trustee (as defined in the Collateral Trust Agreement described below). Capitalized terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantor (pursuant to an Assumption Agreement, dated as of November 12, 2014), each other grantor party thereto, Deutsche Bank Trust Company Americas, in its capacities as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties party thereto have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of July 1, 2011 (as further amended by Second Amendment Agreement, dated as of June 4, 2013, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, the Grantor (pursuant to a Collateral Trust Joinder dated November 12, 2014), Deutsche Bank Trust Company Americas, as Priority Collateral Trustee and Parity Collateral Trustee, and the other parties from time to time party thereto have entered into the Second Amended and Restated Collateral Trust Agreement, dated as of July 1, 2011 (as amended by the Amendment to Collateral Trust Agreement, dated as of February 6, 2013, as further amended by the Second Amendment Agreement and Second Amendment to Collateral Trust Agreement, each dated as of June 4, 2013, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property of the Grantor to the Priority Collateral Trustee for the benefit of the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) and to the Parity Collateral Trustee for the benefit of the Parity Lien Secured Parties (as defined in the Collateral Trust Agreement); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, in connection with becoming a party to such agreement, the Grantor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby (x) assigns and transfers to the Priority Collateral Trustee, and grants to the Priority Collateral Trustee, for the benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a first priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations (as defined in the Collateral Trust Agreement), and (y) assigns and transfers to the Parity Collateral Trustee, and grants to the Parity Collateral Trustee, for the benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.1 or 4.2 of the Guarantee and Collateral Agreement, a second priority security interest in all of the Intellectual Property Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Parity Lien Obligations (as defined in the Collateral Trust Agreement) (it being understood and agreed that the grants of security interest under the foregoing clause (x) and clause (y) constitute two separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral trustee for the benefit of the Priority Lien Secured Parties to secure the Priority Lien Obligations, and the second in favor of the Parity Collateral Trustee in its capacity as collateral trustee for the benefit of the Parity Lien Secured Parties to secure the Parity Lien Obligations), in each case including the following:

1. the United States trademark and service mark registrations and applications listed in Schedule 1, if any, and the goodwill of the business connected with the use of and symbolized by any of the foregoing;
2. the United States patents and patent applications listed in Schedule 1, if any;
3. the United States copyright registrations and applications listed in Schedule 1, if any;
4. the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and
5. any and all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto;

provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Intellectual Property Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is an Excluded Asset (other than any Proceeds of such Excluded Assets unless such Proceeds would otherwise independently constitute Excluded Assets); and provided, further, that if and when any property shall cease to be an Excluded Asset, the right, title, power and interest of the Grantor in and to such property shall be deemed at all times from and after the date thereof to constitute Intellectual Property Collateral. The Grantor, the Priority Collateral Trustee and the Parity Collateral Trustee hereby acknowledge and agree that the security interest created hereby in the Intellectual Property Collateral is not, in and of

itself, to be construed as a grant of a fee interest in (as opposed to a security interest in) any Intellectual Property, including any Copyright, Trademark, Patent, Copyright License, Patent License, Trademark License, Trade Secret or Trade Secret License.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement, as applicable.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

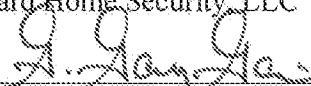
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property Collateral granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Supplemental Intellectual Property Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

Forward Home Security, LLC

By: _____

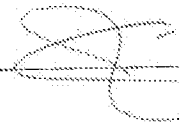
Name: G. Gary Garcia

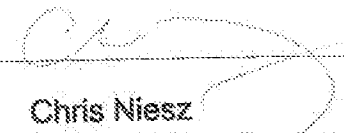
Title: Vice President and Treasurer

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Priority Collateral Trustee and Parity Collateral Trustee

By: Deutsche Bank National Trust Company

By: 
Name: Jeffrey Schoenfeld
Title: Assistant Vice President

By: 
Name: Chris Niesz
Title: Assistant Vice President

SCHEDULE 1 to Intellectual Property Security Agreement

U.S. COPYRIGHT APPLICATIONS AND REGISTRATIONS

None

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Grantor	Appl. No. Filing Date	Reg. No. Reg. Date
	US	Forward Home Security, LLC	86007395 11-JUL-2013	4587253 19-AUG-2014
SMITH MONITORING	US	Forward Home Security, LLC	85420023 12-SEP-2011	4303625 19-MAR-2013
FORWARD ▶▶▶ HOME SECURITY	US	Forward Home Security, LLC	85621769 10-MAY-2012	4274804 15-JAN-2013
FORWARD ▶▶▶ HOME SECURITY	US	Forward Home Security, LLC	85556106 29-FEB-2012	4233194 30-OCT-2012
SMART⁺ HOME	US	Forward Home Security, LLC	85556363 29-FEB-2012	4233198 30-OCT-2012
THE FUTURE OF HOME SECURITY	US	Forward Home Security, LLC	85621852 10-MAY-2012	4271422 8-JAN-2013

PATENTS AND PATENT APPLICATIONS

None