

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346890

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | | 07/01/2015 | NATIONAL BANKING ASSOCIATION: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | SECURITY MONITORING SERVICES, INC. | | |
| Street Address: | 715 W State Rd 434 | | |
| Internal Address: | Suite J | | |
| City: | Longwood | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32750 | | |
| Entity Type: | CORPORATION: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1645461 | IDC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | dlaker@paulweiss.com, dewilliams@paulweiss.com | | |
| Correspondent Name: | Danielle Goldman Laker | | |
| Address Line 1: | 1285 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10019-6064 | | |
| ATTORNEY DOCKET NUMBER: | 20156-229 | | |
| NAME OF SUBMITTER: | Danielle G. Laker | | |
| SIGNATURE: | /Danielle G. Laker/ | | |
| DATE SIGNED: | 07/06/2015 | | |
| Total Attachments: 4 | | | |
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 1, 2015, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") to SECURITY MONITORING SERVICES, INC. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 4, 2010, in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), Criticom International Corporation ("Criticom") granted a continuing security interest (the "Security Interest") to the Administrative Agent in all Intellectual Property of Criticom, including all of those items listed on Schedule A hereto (the "Trademark Collateral");

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of June 4, 2010, between the Administrative Agent and Criticom (the "Trademark Security Agreement"), Criticom, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant the Security Interest to the Administrative Agent specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "PTO") on June 10, 2010 at Reel 4222 and Frame 0598;

WHEREAS, Criticom merged with and into Integrated Alarm Services Group, Inc. ("IASG") on December 31, 2010, and a corresponding assignment was recorded in the PTO on February 9, 2011 at Reel 4471 and Frame 0567;

WHEREAS, IASG subsequently merged with and into Grantor on December 31, 2010, and a corresponding assignment was recorded in the PTO on February 9, 2011 at Reel 4471 and Frame 0600; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral in favor of Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement or in the Guarantee and Collateral Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases, cancels and discharges, without recourse, representation or warranty, all right, title and

interest in, to and under the Trademark Collateral, including, without limitation, its Security Interest therein, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Termination. The Administrative Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

4. Further Assurances. At Grantor's sole cost and expense, the Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 

Name: Barry K. Bergman

Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

| Title | Reg. No. | Reg. Date |
|--------------|-----------------|------------------|
| IDC | 1,645,461 | 5/21/91 |