

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM346892

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		07/01/2015	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PROTECTION ONE ALARM MONITORING, INC.		
<b>Street Address:</b>	1267 Windham Pkwy		
<b>City:</b>	Romeoville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	60446		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4031133	PROTECTION 1	
<b>Registration Number:</b>	4031132	PROTECTION 1	
<b>Serial Number:</b>	85195390	1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	dlaker@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Danielle Goldman Laker		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	20156-229		
<b>NAME OF SUBMITTER:</b>	Danielle G. Laker		
<b>SIGNATURE:</b>	/Danielle G. Laker/		
<b>DATE SIGNED:</b>	07/06/2015		
<b>Total Attachments: 4</b>			
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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 PROTECTION ONE ALARM MONITORING, 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"), Grantor granted a continuing security interest (the "Security Interest") to the Administrative Agent in all Intellectual Property of the Grantor, 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 March 21, 2012, between the Administrative Agent and Grantor (the "Trademark Security Agreement"), Grantor, 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 on April 24, 2012 at Reel 4763 and Frame 0559.

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


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**

<b>Title</b>	<b>Reg. No./ App. No.</b>
PROTECTION 1	4,031,133
PROTECTION 1	4,031,132
1 and Design	85/195,390