

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alarm Detection Systems, Inc.		08/31/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Citizens Bank, National Association		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4712880	ONE SYNC	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432104		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	4506593-0117		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	09/08/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 31, 2015 between ALARM DETECTION SYSTEMS, INC., an Illinois corporation (the "Grantor"), having its chief executive office at 1111 Church Road, Aurora, IL 60505, and CITIZENS BANK, NATIONAL ASSOCIATION (F/K/A RBS CITIZENS, NATIONAL ASSOCIATION (the "Lender"), with an office at 28 State Street, Boston, MA 02109, Attn: R. Jane Westrich, Senior Vice President.

This Agreement is executed pursuant to the terms of (i) that certain Amended and Restated Credit Agreement dated as of August 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between the Grantor, as the borrower thereunder, and the Lender and (ii) that certain Amended and Restated Security Agreement dated as of August 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Lender. The parties hereto have agreed to enter into this Agreement as a condition precedent to the Lender's obligation to extend credit under the Credit Agreement. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant, pursuant to the Security Agreement, to the Lender of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following general intangibles in the form of intellectual property, whether presently existing or hereafter arising or acquired: (i) all patents, patent disclosures and applications in connection therewith, including, without limitation, those listed on Schedule A hereto, and all actual, and all rights to obtain, reissues and extensions thereof; (ii) all trademarks, service marks, trade names, other source or business identifiers and applications in connection therewith, including, without limitation, those listed on Schedule B hereto, all registrations and recordings thereof, and all actual, and all rights to obtain, renewals thereof; (iii) all copyrights, literary rights (in each case, whether registered or unregistered and whether published or unpublished) and applications in connection therewith, including, without limitation, those listed on Schedule C hereto, all registrations and recordings thereof, and all actual, and all rights to obtain, renewals and extensions thereof; (iv) all good will connected with or symbolized by any of the foregoing; (v) all contract rights, documents, applications, licenses, materials and other matters related to any of the foregoing; (vi) all income, royalties, damages or payments now or hereafter due and/or payable under or in connection with any of the foregoing; and (vii) all chattel paper and instruments relating to any of the foregoing.

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 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 Security Agreement, the provisions of the Security Agreement shall govern.

The terms of Sections 8.8 and 8.16 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

ALARM DETECTION SYSTEMS, INC.

By: [Signature]
Name: Terence W. Olah
Title: Executive Vice President, Chief
Financial Officer

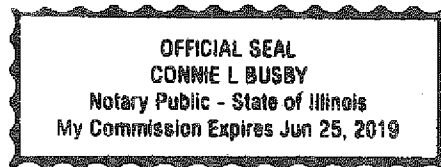
STATE OF Illinois

I HEREBY CERTIFY that on this _____ day of _____, 2015, before me, a Notary Public for the State of Illinois, personally appeared Terence W. Olah, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and has executed the foregoing instrument for the purposes therein set forth, and that the same is her act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public in and for the State of Illinois

My commission expires: 6/25/2019



Agreed and Accepted as of the 31 day of
August, 2015.

CITIZENS BANK, NATIONAL
ASSOCIATION, as the Lender

By: R. Jane Westrich
Name: R. Jane Westrich
Title: Senior Vice President

Alarm Detection Systems, Inc.
Intellectual Property Security Agreement
Signature Page

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TRADEMARK
REEL: 005618 FRAME: 0593

Schedule A
to
Intellectual Property Security Agreement
PATENTS AND PATENT APPLICATIONS

None.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Trademarks registered with the USPTO:

Reg. No.	Mark	Filing Date	Issued Date
4712880	ONESYNC & Design	10/23/12	3/31/15

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.