

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MY ALARM CENTER, LLC		10/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	IRONWOOD MEZZANINE FUND III LP, AS COLLATERAL AGENT		
Street Address:	45 Nod Road		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001		
Entity Type:	LIMITED PARTNERSHIP: CONNECTICUT		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85020342	AC ALARM CENTER	
Serial Number:	85255751	AC MY ALARM CENTER	
Serial Number:	85684331	MY AC	
Serial Number:	85827894	MY HOME	
Serial Number:	85863973	AC	
Serial Number:	85863977	MY ALARM CENTER	
Serial Number:	85979105	MY AC	
Serial Number:	86148366	MY INDEPENDENCE	
Serial Number:	85981492	MY AC	
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>			
Phone:	860-509-5347		
Email:	cguilmette@uks.com		
Correspondent Name:	Daniel P. Ryan, Esquire		
Address Line 1:	100 Pearl Street		
Address Line 2:	Updike, Kelly & Spellacy, P.C.		
Address Line 4:	Hartford, CONNECTICUT 06103		

OP \$240.00 85020342

NAME OF SUBMITTER:	Christine Guilmette
SIGNATURE:	/Christine Guilmette/
DATE SIGNED:	10/22/2015
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark License

TRADEMARK SECURITY AGREEMENT dated as of October 20, 2015, between MY ALARM CENTER, LLC, a Delaware limited liability company (the "**Grantor**"), and IRONWOOD MEZZANINE FUND III LP, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, ACA Holdings LLC, the Lenders party thereto, and Ironwood Mezzanine Fund III LP, as Collateral Agent under the Note Purchase Agreement described below (in such capacity, "**Collateral Agent**"), are parties to a Second Amended and Restated Note Purchase Agreement dated as of October 20, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**");

WHEREAS, pursuant to (i) a Pledge and Security Agreement dated as of October 20, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Grantor, the Guarantors party thereto and Ironwood Mezzanine Fund III LP, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Grantor has secured the Obligations (as defined in the Note Purchase Agreement) of Grantor by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Obligations of Grantor, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor registered with the United States Patent and Trademark Office, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which the Grantor is a party with respect to a Trademark registered with the United States Patent and Trademark Office, including, without

limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD OR OTHER APPROPRIATE OFFICER THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

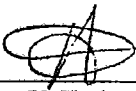
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO ANY AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY ANY AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MY ALARM CENTER, LLC

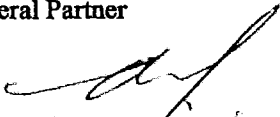
By: 
Name: Amy V. Kothari
Title: President and Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005650 FRAME: 0397

Acknowledged:

IRONWOOD MEZZANINE FUND III LP, as
Collateral Agent
By: Ironwood Mezzanine Management III LLC
Its General Partner

By: 
Name: Oleg S. Koch, Sr.
Title: Partner

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT


TRADEMARK
REEL: 005650 FRAME: 0398

**Schedule 1
to Trademark Security Agreement**

MY ALARM CENTER, LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

ENTITY	TRADEMARK	APPLICATION NUMBER / DATE	REGISTRATION NUMBER / DATE
My Alarm Center, LLC	MY INDEPENDENCE MY INDEPENDENCE	86148366 19-DEC-2013	Pending Intent to Use
My Alarm Center, LLC	AC 	85863973 01-MAR-2013	4,530,703 13-May-2014
My Alarm Center, LLC	My Alarm Center My Alarm Center	85863977 01-MAR-2013	4449155 10-DEC-2013
My Alarm Center, LLC	My Home My Home	85827894 21-JAN-2013	4456530 24-DEC-2013
My Alarm Center, LLC	MY AC 	85684331 23-JUL-2012	Published (Pending) Intent to Use
My Alarm Center, LLC	MY AC 	85979105 23-JUL-2012	4394047 27-AUG-2013
My Alarm Center, LLC	AC MY ALARM CENTER 	85255751 02-MAR-2011	4078162 27-DEC-2011
My Alarm Center, LLC	AC ALARM CENTER 	85020342 22-APR-2010	3883092 30-NOV-2010

ENTITY	TRADEMARK	APPLICATION NUMBER / DATE	REGISTRATION NUMBER / DATE
My Alarm Center, LLC	MY AC 	85981492 23-JUL-2012	4540355 27-MAY-2014

U.S. TRADEMARK LICENSES

NAME OF AGREEMENT	PARTIES LICENSOR/LICENSEE	DATE OF AGREEMENT	SUBJECT MATTER
NONE	-	-	-