

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire Protection Service Corporation		10/05/2015	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Seacoast Capital Partners III, L.P.		
Street Address:	One Bush Street, Suite 650		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94101		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86517158	LINK INTERACTIVE	
Registration Number:	4244401	MOUNTAIN ALARM	
Registration Number:	4283575	LINK HOME SECURITY	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	46654-0001		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	10/29/2015		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is dated as of October 5, 2015, by FIRE PROTECTION SERVICE CORPORATION, a Utah corporation (“**Grantor**”), in favor of SEACOAST CAPITAL PARTNERS III, L.P., a Delaware limited partnership (“**Purchaser**”).

WHEREAS, reference is made to that Purchase Agreement, dated as of December 4, 2012, by and between Grantor as Company and Purchaser (as the same may be amended, restated, modified, or supplemented from time to time, the “**Purchase Agreement**”), pursuant to which Purchaser purchased certain notes of Company and provided other financial accommodations to Company;

WHEREAS, pursuant to the Purchase Agreement, Grantor executed and delivered to Purchaser that certain Trademark Security Agreement, dated as of December 4, 2012, by Grantor in favor of Purchaser (the “**Original Trademark Security Agreement**”);

WHEREAS, subsequent to the execution and delivery of the Original Trademark Security Agreement, Grantor added additional Trademark Collateral; and

WHEREAS, Purchaser and Grantor wish to amend and restate the Original Trademark Security Agreement, among other things, to include the additional Trademark Collateral, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement, and the recitals set forth above are incorporated herein by reference.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Purchaser a continuing second priority security interest in all of Grantor’s right, title, and interest in, to, and under the following (collectively, the “**Trademark Collateral**”): all of its trademark applications and trademarks, whether now owned or hereafter acquired, including without limitation those listed on Schedule I hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trademarks relate.

3. Purchase Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Purchaser pursuant to the Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Miscellaneous. The validity, interpretation and performance of this Trademark Security Agreement shall, pursuant to New York General Obligations Law Section 5-1401, be governed and construed in accordance with the laws of the State of New York without regard to such state’s choice of law provisions that would result in the application of the laws of a different jurisdiction. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto in

Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any judicial proceeding arising out of or relating to this Trademark Security Agreement shall be handled in accordance with and pursuant to the provisions of the Purchase Agreement, including venue and service of process. Any notice or request under this Trademark Security Agreement shall be given to any party to this Assignment at such party's address set forth in the Purchase Agreement.

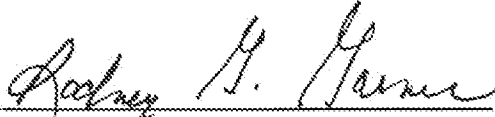
5. Amendment and Restatement. This Trademark Security Agreement amends and restates in its entirety the Original Trademark Security Agreement. All security interests and liens granted pursuant to the Original Trademark Security Agreement shall continue in full force and effect, subject to the terms hereof. The obligations of the Grantor under the Original Trademark Security Agreement shall continue under this Trademark Security Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Trademark Security Agreement. All references to the Original Trademark Security Agreement in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Trademark Security Agreement and the provisions hereof. It is understood and agreed that the Original Trademark Security Agreement is being amended and restated by entry into this Trademark Security Agreement on the date hereof.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

FIRE PROTECTION SERVICE CORPORATION


By: 
Name: Rodney G. Garner
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and acknowledged:

SEACOAST CAPITAL PARTNERS III, L.P.

By: Seacoast III Advisors, LLC,
its general partner

By: 
Name: Jeffrey J. Holland
Title: Manager

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Mountain Alarm	Reg. No. 4,244,401	November 20, 2012
Link Home Security	Reg. No. 4,283,575	January 29, 2013

U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
Link Interactive	86517158	January 28, 2015