TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM361214 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST SEQUENCE:

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fire Protection Service Corporation		10/05/2015	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Pacific Western Bank		
Street Address:	10250 Constellation Blvd., Suite 1640		
City:	Century City		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	state chartered bank: CALIFORNIA		

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: 2024033030

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.

Phone: 2022986322

Email: asikich@dunnerlaw.com

Correspondent Name: Adam Sikich

Address Line 1: 3243 P Street, N.W. Address Line 2: **Dunner Law PLLC** Address Line 4:

Washington, D.C. 20007

ATTORNEY DOCKET NUMBER:	WILL 001
NAME OF SUBMITTER:	Adam W. Sikich
SIGNATURE:	/Adam W. Sikich/
DATE SIGNED:	11/04/2015

Total Attachments: 5

source=2015.10.05 Trademark Security Agreement (Pacific Western Bank)#page1.tif source=2015.10.05 Trademark Security Agreement (Pacific Western Bank)#page2.tif source=2015.10.05 Trademark Security Agreement (Pacific Western Bank)#page3.tif source=2015.10.05 Trademark Security Agreement (Pacific Western Bank)#page4.tif source=2015.10.05 Trademark Security Agreement (Pacific Western Bank)#page5.tif

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 PACIFIC WESTERN BANK, a California state chartered bank, successor by merger to CapitalSource Bank ("Lender").

WHEREAS, reference is made to that Loan Agreement, dated as of December 4, 2012, by and between Grantor as Borrower and Lender, as amended by that Consent to Loan Documents dated as of December 31, 2012, as amended by that Waiver and Amendment letter agreement dated March 25, 2013, and as further amended by that Consent, Waiver, and Third Amendment to Loan Documents dated as of December 6, 2013 (the "Original Loan Agreement"), which Original Loan Agreement was amended and restated pursuant to an Amended and Restated Loan Agreement, dated as of June 25, 2014, by and among Grantor, Kenco Enterprises, Inc., a Montana corporation ("Kenco" and collectively with Grantor, "Borrowers", each a "Borrower"), and Lender (as the same may be amended, restated, modified, or supplemented from time to time, the "Loan Agreement"), pursuant to which Lender agreed to make certain loans and other financial accommodations to Borrowers:

WHEREAS, pursuant to the Original Loan Agreement, Grantor executed and delivered to Lender that certain Trademark Security Agreement, dated as of December 4, 2012, by Grantor in favor of Lender (the "Original Trademark Security Agreement"), recorded as file number 900241748 with the United States Patent and Trademark Office on December 19, 2012;

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

WHEREAS, Lender 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. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and the recitals set forth above are incorporated herein by reference.
- 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor hereby grants to Lender a continuing first 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. <u>Loan Agreement</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set

forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 4. <u>Miscellaneous</u>. 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 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 Section 14.1 of the Loan 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 Loan 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: Andrey H. Hurner
Name: Rodney G. Garner
Title: Pravidant

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and acknowledged:

PACIFIC WESTERN BANK, successor by merger to CapitalSource Bank

By: Joseph Thompson
Title: Banking Officer

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

RECORDED: 11/04/2015