

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		03/24/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Protection One Alarm Monitoring, Inc.		
Street Address:	1267 Windham Pky.		
City:	Romeoville		
State/Country:	ILLINOIS		
Postal Code:	60446		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2042378	CRITICOM	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	03/24/2016		
Total Attachments: 5			
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OP \$40.00 2042378

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 24, 2016, 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 April 18, 2005, in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, 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 the Trademark Security Agreement, dated as of April 18, 2005, in favor of Bear Stearns Corporate Lending, Inc. ("Bear Stearns") (the "Trademark Security Agreement"), Grantor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to Bear Stearns in the Trademark Collateral;

WHEREAS, pursuant to that certain Assignment and Assumption of Security Interests, dated as of November 17, 2009, between the Administrative Agent and Bear Stearns (the "Assignment and Assumption"), whereby Bear Stearns assigned its 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 July 18, 2007 at Reel 3583 and Frame 0242;

WHEREAS, the Assignment and Assumption was recorded in the Trademark Division of the United States Patent and Trademark Office on November 17, 2009 at Reel 4097 and Frame 0903;

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 Guarantee and Collateral Agreement and the Trademark Security Agreement.

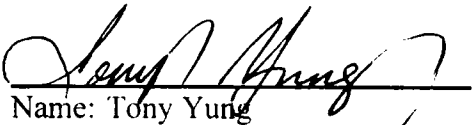
2. Release of Security Interest. The Administrative Agent hereby terminates, releases, cancels and discharges, without recourse, representation or warranty, all right, title and interest in, to and under the Trademark Collateral, including, without limitation, its Security Interest therein, and any right, 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: Tony Yung
Title: Executive Director

[Signature Page to Termination and Release of Security Interest in Trademark Rights – Protection One Alarm Monitoring, Inc. (0903)]

TRADEMARK
REEL: 005757 FRAME: 0463

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Reg. No./Reg. Date
CRITICOM	2,042,378 3/4/1997