

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CANARY CONNECT, INC.		04/13/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET		
<b>Internal Address:</b>	SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4810326	C	
<b>Registration Number:</b>	4910178	C	
<b>Registration Number:</b>	4735877	CANARY	
<b>Registration Number:</b>	4735952	CANARY	
<b>Serial Number:</b>	86021253	C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F162501		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	04/14/2016		

OP \$140.00 4810326

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 13, 2016 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **CANARY CONNECT, INC.**, a Delaware corporation, with its principal place of business located at 606 West 28th Street, 7th Floor, New York, New York 10001 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Intellectual Property Collateral" shall not include: (a) with respect to stock in a Foreign Subsidiary, any of the outstanding capital stock of such Foreign Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957(a) of the Internal Revenue Code of 1986, as amended, in excess of sixty-five percent (65.0%) of the total voting power of all classes of capital stock of such Foreign Subsidiary that constitute "stock entitled to vote" within the meaning of Treasury Regulation Section 1.956-2(c)(2); (b) rights held under a license (with respect to which Grantor is the licensee) that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); or (c) intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CANARY CONNECT, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_ Adam Saegert, CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CANARY CONNECT, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Title: ALEX BARRY VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Backup Contact for Security/Safety Monitoring System (United States)	14/930064	11/2/2015
Connecting A Security Monitoring Device to A Network And Security Processing Systems Using An Audio Connection To A User Device (United States)	14/260273 14/751235	4/23/2014 6/26/2015
Designation And Notifying Backup Users For Location-Based Monitoring (United States)	14/260264	4/23/2014
Leveraging A User's Geo-Location To Arm And Disarm A Network Enabled Device (United States)	14/260260	4/23/2014
Monitoring & Security Systems And Methods With Learning Capabilities (United States)	14/260270 14/751395	4/23/2014 6/26/2015
Monitoring And Security Devices Comprising Multiple Sensors (United States)	14/260246	4/23/2014
Notifying A Community Of Security Events (United States)	14/260266	4/23/2014
Remote User Interface And Display For Events For A Monitored Location (United States)	14/260256	4/23/2014
Smoke, Carbon Monoxide And Explosive Gas Detector (United States)	62/155787	5/1/2015
System For Leveraging A User's Geo-Location To Arm And Disarm A Network Enabled Device (United States)	14/751284	6/26/2015
Thermo Isolation Chamber For Housing Components and Sensors (United States)	14/260249	4/23/2014
User Specific, Dynamic Curation of Events And Notifications Through Automated Classification And Activity Learning (United States)	62/242571	10/16/2015
User-Assisted Learning In Security/Safety Monitoring Device (United States)	14/930039	11/2/2015
Video Recording With Security/Safety Monitoring Device (United States)	14/930018	11/2/2015
Security and/or Monitoring Devices and Systems (Australia)	2014257036	4/23/2014
Security and/or Monitoring Devices and Systems	2909892	4/23/2014

(Canada)		
Security and/or Monitoring Devices and Systems (China)	201480023432.2	4/23/2014
Security and/or Monitoring Devices and Systems (European Patent Convent)	14787851.6	4/23/2014
Security and/or Monitoring Devices and Systems (Israel)	241891	10/6/2015
Monitoring Device (Japan)	2014-023738	10/23/2014
	2015-014893	7/3/2015
Security and/or Monitoring Devices and Systems (Japan)	2016-510770	4/23/2014
Security and/or Monitoring Devices and Systems (New Zealand)	713536	4/23/2014
Security and/or Monitoring Devices and Systems (South Korea)	10-2015-7032835	4/23/2014
Backup Contact for Security/Safety Monitoring System (Taiwan)	104136269	11/4/2015
User-Assisted Learning in Security/Safety Monitoring System (Taiwan)	14136212	11/3/2015
Video Recording with Security/Safety Monitoring Device (Taiwan)	104136268	11/4/2015
Back Contact for Security/Safety Monitoring System (WIPO)	PCT/US15/58715	11/3/2015
User-Assisted Learning In Security/Safety Monitoring Systems (WIPO)	PCT/US15/58708	11/3/2015
Video Recording With Security/Safety Monitoring Device (WIPO)	PCT/US15/58713	11/3/2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
C LOGO (U.S.)	Reg. No.: 4810326 App. No.: 86/976,868	Registered: September 8, 2015  Filed: Jul. 26, 2013
C LOGO (U.S.)	App. No.: 86/021,253	Allowed: January 11, 2014 Filed: Jul. 26, 2013
C LOGO (U.S.)	Reg. No. 4910178 App. No.: 86/978,084	Registered: March 1, 2016 Filed: July 26, 2013
CANARY (U.S.)	Reg. No. 4,735,877 App. No.: 85/972,341 (Classes 9, 42, 45)	Registered: May 12, 2015 Filed: June 27, 2013
CANARY and Design (U.S.)	Reg. No. 4,735,952 App. No.: 86/021,250 (Classes 9, 42, 45)	Registered: May 12, 2015 Filed: July 26, 2013
C LOGO (Canada)	Reg. No.:915004 App. No.:1657759 (Classes 9, 42, 45)	Registered: September 24, 2015 Filed: December 23, 2013
C LOGO (Australia)	International Reg. No. 1201817 (Classes 9, 42)	Granted: December 23, 2013 Filed: December 20, 2013
C LOGO (Australia)	International Reg. No. 1201817 (Class 45)	Granted: December 20, 2013 Filed: December 20, 2013
CANARY and Design (Australia)	International Reg. No.	Pending – Notice

**TRADEMARK**

**REEL: 005771 FRAME: 0401**

	1201818 (Classes 9, 42, 45)	of Provisional Refusal received – co-existence agreement negotiations ongoing. Filed: December 20, 2013
CANARY (Australia)	International Reg. No. 1201566 (Classes 9, 42, 45)	Pending – Notice of Provisional Refusal received – co-existence agreement negotiations ongoing. Filed: December 20, 2013
C LOGO (China)	App. No.: TBA (Classes 9, 42)	Filed: December 4, 2015
C LOGO (China)	International Reg. No. 1201817 (Classes 9, 42, 45)	Filed: December 20, 2013
CANARY and Design (China)	International Reg. No. 1201818 (Classes 9, 42, 45)	Pending Filed: December 20, 2013
CANARY (China)	International Reg. No. 1201566 (Classes 9, 42, 45)	Pending Filed: December 20, 2013
C LOGO (CTM)	International Reg. No. 1201817 (Classes 9, 42, 45)	Granted: December 23, 2013 Filed: December 20, 2013
CANARY and Design (CTM)	International Reg. No. 1201818 (Classes 9, 42, 45)	Opposition pending. Co-existence negotiations ongoing. Filed: December 20, 2013
CANARY (CTM)	International Reg. No. 1201566 (Classes 9, 42, 45)	Opposition pending. Co-existence negotiations

		ongoing. Filed: December 20, 2013
C LOGO (Japan)	International Reg. No. 1201817 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
CANARY and Design (Japan)	International Reg. No. 1201818 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
CANARY (Japan)	International Reg. No. 1201566 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
C LOGO (Russia)	International Reg. No. 1201817 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
CANARY and Design (Russia)	International Reg. No. 1201818 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
CANARY (Russia)	International Reg. No. 1201566 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
C LOGO (Switzerland)	International Reg. No. 1201817 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
CANARY and Design (Switzerland)	International Reg. No. 1201818 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013
CANARY (Switzerland)	International Reg. No. 1201566 (Classes 9, 42, 45)	Granted: December 20, 2013 Filed: December 20, 2013

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

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