

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADT US HOLDINGS, INC.		05/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	2734955	800.ADT.ASAP	
Registration Number:	3228693	800.ADT.GOLD	
Registration Number:	0710507	ADT	
Registration Number:	0710708	ADT	
Registration Number:	3251836	ADT	
Registration Number:	3352491	ADT	
Registration Number:	3421797	ADT	
Registration Number:	3515266	ADT	
Registration Number:	3511263	ADT	
Registration Number:	3909665	ADT	
Registration Number:	2586569	ADT ALWAYS THERE	
Registration Number:	3253803	ADT ALWAYS THERE	
Registration Number:	3483310	ADT ALWAYS THERE	
Registration Number:	3902450	ADT ALWAYS THERE	
Registration Number:	3703680	ADT ALWAYS THERE EVEN WHEN YOU CAN'T BE	
Registration Number:	3232338	ADT BEL-AIR PATROL	
Registration Number:	3533400	ADT CUSTOM HOME SERVICES	
Registration Number:	0803247	ADT	
Registration Number:	0838956	ADT	

CH \$1715.00 2734955

Property Type	Number	Word Mark
Registration Number:	0846966	ADT
Registration Number:	1034716	ADT
Registration Number:	3253804	ADT
Registration Number:	3348663	ADT
Registration Number:	3991449	ADT
Registration Number:	3335239	ADT
Registration Number:	3335298	ADT
Registration Number:	4298585	ADT PULSE
Registration Number:	4298597	ADT PULSE
Registration Number:	4309508	ADT PULSE
Registration Number:	4332139	ADT PULSE
Registration Number:	4298598	ADT PULSE
Registration Number:	4044849	ADT SELECT
Registration Number:	3737494	ADT SELECT LINK
Registration Number:	3746843	ADT WELLHEALTH
Registration Number:	2018644	AWARE
Registration Number:	3232337	BEL-AIR PATROL
Registration Number:	1732614	COMPANION SERVICE
Registration Number:	3816903	CREATING CUSTOMERS FOR LIFE
Registration Number:	4226892	DEVCON SECURITY D
Registration Number:	3079358	DEVCON SECURITY SERVICES
Registration Number:	4499735	LIFE SAVER AWARD
Registration Number:	4096378	LIVE CONFIDENTLY
Registration Number:	2857796	ADT
Registration Number:	3335240	ADT
Registration Number:	3421798	ADT
Registration Number:	3511264	ADT
Registration Number:	3906116	ADT
Registration Number:	2927154	
Registration Number:	3329547	
Registration Number:	3511262	
Registration Number:	3902451	
Registration Number:	2075037	PARALLEL PROTECTION
Registration Number:	2524563	PREPARE AND PROTECT
Registration Number:	2706995	PROVIDING RAPID RESPONSE AND PEACE OF MI
Registration Number:	4287143	PULSE
Registration Number:	4287145	PULSE
Registration Number:	4287144	PULSE

Property Type	Number	Word Mark
Registration Number:	4287146	PULSE
Registration Number:	2425441	QUICK KEY
Registration Number:	4139354	SAFEPASS
Registration Number:	1447861	SAFEWATCH
Registration Number:	1446049	SAFEWATCH
Registration Number:	2747570	SAFEWATCH CELLGUARD
Registration Number:	2399377	SECURED BY ADT
Registration Number:	2456494	VIDEOVIEW
Registration Number:	4045516	VIDEOVIEW
Serial Number:	86629572	CANOPY
Serial Number:	86618696	ADT

CORRESPONDENCE DATA

Fax Number:

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.

Email: dlaker@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Danielle Goldman Laker

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	20156-347
NAME OF SUBMITTER:	Danielle Goldman Laker
SIGNATURE:	/Danielle Goldman Laker/
DATE SIGNED:	05/09/2016

Total Attachments: 8

source=2L - Grant of Security Interest in TMs (ADT US Holdings, Inc.)#page1.tif
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THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AS SET FORTH MORE FULLY IN SECTION 5.18 THEREOF AND (II) ANY OTHER "INTERCREDITOR AGREEMENT" AS DEFINED THEREIN

Grant of Security Interest (Second Lien) in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS, dated as of May 2, 2016 (this "Agreement"), made by ADT US HOLDINGS, INC., a Delaware corporation (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of July 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Prime Security Services Borrower, LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America of such Pledgor, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

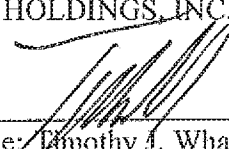
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADT US HOLDINGS, INC.

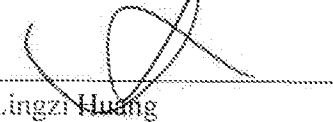
By: 
Name: Timothy J. Whall
Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien) – ADT US Holdings, Inc.]

TRADEMARK
REEL: 005789 FRAME: 0309

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent,

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Lingzi Huang
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien) -- ADT US
Holdings, Inc.]

TRADEMARK
REEL: 005789 FRAME: 0310

Schedule I
to Notice of Grant of Security Interest (Second Lien) in Trademarks

Trademarks Owned by ADT US Holdings, Inc.

<u>Mark</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>
800.ADT.ASAP	Registered	2734955	7/8/03
800.ADT.GOLD	Registered	3228693	4/10/07
ADT	Registered	710507	1/31/61
ADT	Registered	710708	1/31/61
ADT	Registered	3251836	6/12/07
ADT	Registered	3352491	12/11/07
ADT	Registered	3445423	6/10/08
ADT	Registered	3421797	5/6/08
ADT	Registered	3485321	8/12/08
ADT	Registered	3515266	10/14/08
ADT	Registered	3511263	10/7/08
ADT	Registered	3909665	1/25/11
ADT ALWAYS THERE	Registered	2586569	6/25/02
ADT ALWAYS THERE	Registered	3253803	6/19/07
ADT ALWAYS THERE	Registered	3445424	6/10/08
ADT ALWAYS THERE	Registered	3483310	8/12/08
ADT ALWAYS THERE	Registered	3902450	1/11/11
ADT ALWAYS THERE EVEN WHEN YOU CAN'T BE	Registered	3703680	10/27/09
ADT BEL-AIR PATROL	Registered	3232338	4/24/07
ADT CUSTOM HOME SERVICES & OCTAGON DEVICE	Registered	3533400	11/18/08
ADT MONOGRAM	Registered	803247	2/1/66

ADT MONOGRAM	Registered	838956	11/14/67
ADT MONOGRAM	Registered	846966	4/2/68
ADT MONOGRAM	Registered	1034716	3/2/76
ADT MONOGRAM BLOCK	Registered	3253804	6/19/07
ADT MONOGRAM BLOCK	Registered	3348663	12/4/07
ADT MONOGRAM BLOCK	Registered	3445420	6/10/08
ADT MONOGRAM BLOCK	Registered	3991449	7/12/11
ADT MONOGRAM BLOCK BLUE	Registered	3335239	11/13/07
ADT MONOGRAM BLOCK BLUE	Registered	3335298	11/13/07
ADT MONOGRAM BLOCK BLUE	Registered	3427081	5/13/08
ADT PULSE	Registered	4298585	3/5/13
ADT PULSE	Registered	4298597	3/5/13
ADT PULSE	Registered	4309508	3/26/13
ADT PULSE (CHILD)	Registered	4332139	5/7/13
ADT PULSE (PARENT)	Registered	4298598	3/5/13
ADT SELECT	Registered	4044849	10/25/11
ADT SELECT LINK	Registered	3737494	1/12/10
ADT WELLHEALTH	Registered	3746843	2/9/10
AWARE (Abused Women's Active Response Emergency)	Registered	2018644	11/26/96
BEL-AIR PATROL	Registered	3232337	4/24/07
COMPANION SERVICE	Registered	1732614	11/17/92
CREATING CUSTOMERS FOR LIFE	Registered	3816903	7/13/10
Devcon Security and Sonar Logo	Registered	4226892	10/16/12

Devcon Security Services	Registered	3079358	4/11/06
Life Saver Award	Registered	4499735	3/18/14
Live Confidently	Registered	4096378	11/22/11
OCTAGON SIGN WITH ADT STYLIZED BRAND THEREIN	Registered	2857796	6/29/04
OCTAGON SIGN WITH ADT STYLIZED BRAND THEREIN	Registered	3335240	11/13/07
OCTAGON SIGN WITH ADT STYLIZED BRAND THEREIN	Registered	3324938	10/30/07
OCTAGON SIGN WITH ADT STYLIZED BRAND THEREIN	Registered	3421798	5/6/08
OCTAGON SIGN WITH ADT STYLIZED BRAND THEREIN	Registered	3511264	10/7/08
OCTAGON SIGN WITH ADT STYLIZED BRAND THEREIN	Registered	3906116	1/18/11
OCTAGON SIGN WITHOUT TEXT - CLAIMING THE COLOR BLU	Registered	2927154	2/22/05
OCTAGON SIGN WITHOUT TEXT - CLAIMING THE COLOR BLU	Registered	3329547	11/6/07
OCTAGON SIGN WITHOUT TEXT - CLAIMING THE COLOR BLU	Registered	3511262	10/7/08
OCTAGON SIGN WITHOUT TEXT - CLAIMING THE COLOR BLU	Registered	3902451	1/11/11
PARALLEL PROTECTION	Registered	2075037	7/1/97
Prepare and Protect	Registered	2524563	1/1/02
PROVIDING RAPID RESPONSE AND PEACE OF MIND 24 HOURS A DAY	Registered	2706995	4/15/03
PULSE	Registered	4287143	2/12/13

PULSE	Registered	4287145	2/12/13
PULSE	Registered	4287144	2/12/13
PULSE	Registered	4287146	2/12/13
QUICK KEY	Registered	2425441	1/30/01
SafePass	Registered	4139354	5/8/12
SAFEWATCH	Registered	1447861	7/14/87
SAFEWATCH	Registered	1446049	7/7/87
SAFEWATCH CELLGUARD	Registered	2747570	8/5/03
SECURED BY ADT & Octagon Design	Registered	2399377	10/31/00
VIDEOVIEW	Registered	2456494	5/29/01
VIDEOVIEW	Registered	4045516	5/25/11
CANOPY	Pending	86629572	5/14/15
OCTAGON SIGN WITH ADT STYLIZED BRAND THEREIN - ANIMATED	Pending	86618696	5/4/15