

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386074

<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>
Vivint, Inc.		05/31/2016	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	100 N. Tryon St.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86949368	WE MAKE SMART HOME SIMPLE	
<b>Serial Number:</b>	86890338	VIVINT.SMARTHOME	
<b>Serial Number:</b>	86161897	VIVINT VOICE	
<b>Serial Number:</b>	86765749	VIVINT SMART HOME	
<b>Serial Number:</b>	86283976	DUMB HOME	
<b>Serial Number:</b>	85858009	VIVINT WIRELESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	05/31/2016		
<b>Total Attachments: 5</b>			

OP \$165.00 86949368

source=Vivint - Trademark IPSA [Vivint] [Executed]#page1.tif  
source=Vivint - Trademark IPSA [Vivint] [Executed]#page2.tif  
source=Vivint - Trademark IPSA [Vivint] [Executed]#page3.tif  
source=Vivint - Trademark IPSA [Vivint] [Executed]#page4.tif  
source=Vivint - Trademark IPSA [Vivint] [Executed]#page5.tif

## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of May 31, 2016, by Vivint, Inc. (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 16, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) registered and applied for Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

VIVINT, INC.

By:



Name: Dale R. Gerard

Title: Senior Vice President of Finance and  
Treasurer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005803 FRAME: 0041**

BANK OF AMERICA, N. A.,  
as Administrative Agent

By: 

Name: Don B. Pinzon

Title: Vice President

Schedule I

U.S. Trademark Registrations and Applications:

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Vivint, Inc.	WE MAKE SMART HOME SIMPLE	86949368 03/22/2016	Pending ITU
2.	Vivint, Inc.	VIVINT.SMARTHOME	86890338 01/28/2016	Pending ITU
3.	Vivint, Inc.	VIVINT VOICE	86161897 01/09/2014	Pending ITU
4.	Vivint, Inc.	VIVINT SMART HOME	86765749 09/23/2015	Pending ITU
5.	Vivint, Inc.	DUMB HOME	86283976 05/16/2014	Pending ITU
6.	Vivint, Inc.	VIVINT WIRELESS	85858009 02/22/2013	Pending ITU