

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398432

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN ALARM & COMMUNICATIONS, INC.		09/12/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2392587		
<b>Registration Number:</b>	1837460	AMERICAN ALARM	
<b>Registration Number:</b>	3442138	SECURITY BY AMERICAN ALARM	
<b>Registration Number:</b>	3024843	AMERICAN ALARM	
<b>Registration Number:</b>	3276019	AMERICAN ALARM SMART HOME SOLUTIONS	
<b>Registration Number:</b>	3609812	ADVANCED SIGNAL	
<b>Registration Number:</b>	0071036		
<b>Registration Number:</b>	0047321		
<b>Registration Number:</b>	0038734		
<b>Registration Number:</b>	4005706	AMERICAN ALARM	
<b>Registration Number:</b>	4587315	SECONDS COUNT	
<b>Registration Number:</b>	3522550	WATCHWIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		

OP \$315.00 2392587

**Address Line 1:** 1750 Tysons Blvd.  
**Address Line 2:** Suite 1800  
**Address Line 4:** Tysons, VIRGINIA 22102

**NAME OF SUBMITTER:** Joyce Miller

**SIGNATURE:** /Joyce Miller/

**DATE SIGNED:** 09/14/2016

**Total Attachments: 8**

source=AmericanAlarmSecurityAgmt#page1.tif

source=AmericanAlarmSecurityAgmt#page2.tif

source=AmericanAlarmSecurityAgmt#page3.tif

source=AmericanAlarmSecurityAgmt#page4.tif

source=AmericanAlarmSecurityAgmt#page5.tif

source=AmericanAlarmSecurityAgmt#page6.tif

source=AmericanAlarmSecurityAgmt#page7.tif

source=AmericanAlarmSecurityAgmt#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 12, 2016, is made by AMERICAN ALARM & COMMUNICATIONS, INC., a Massachusetts corporation (a "Grantor") in favor of CITIZENS BANK, NATIONAL ASSOCIATION (the "Lender").

WITNESSETH:

**WHEREAS**, pursuant to the Credit Agreement, dated as of September 12, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between Grantor, the other Loan Parties (as defined therein) from time to time party thereto, and the Lender, the Lender has agreed to make extensions of credit and grant other financial accommodations to the Grantor and the other Loan Parties upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, the Grantor has granted, pursuant to the Security Agreement, dated as of September 12, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other Loan Parties in favor of the Lender, a security interest in all of the Grantor's Collateral (as defined therein), including without limitation, all intellectual property.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to make extensions of credit to the Loan Parties thereunder and intending to be legally bound hereby, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks (each a "Trademark") and all licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor and the Lender hereby acknowledge and agree that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMERICAN ALARM & COMMUNICATIONS, INC.,  
as Grantor

By: 

Name: Louis T. Sampson

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005877 FRAME: 0112**

**ACCEPTED AND AGREED**  
as of the date first above written:

CITIZENS BANK, NATIONAL ASSOCIATION

By: *R. Jane Westrich*  
Name: R. Jane Westrich  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005877 FRAME: 0113**

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**US TRADEMARKS**

See attached.

Grantor	Attorney Docket No.	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
American Alarm & Communications, Inc.	1082.005	75/504324	2,392,587 US	06/18/1998	10/10/2000
American Alarm & Communications, Inc.	1082.006		66808 State - MA		07/28/2006
American Alarm & Communications, Inc.	1082.007	74/332756	1,837,460 US	11/19/1992	05/24/1994
American Alarm & Communications, Inc.	1082.011X	78/200716	3442138 US	01/07/2003	06/03/2008
American Alarm & Communications, Inc.	1082.011Y	78201001	3024843 US	01/08/2003	12/06/2005



American Alarm & Communications, Inc.	1082.011Z	78/200992	3276019 US	01/08/2003	08/07/2007
American Alarm & Communications, Inc.	1082.012A.MA		65856 State - MA	05/31/2005	06/01/2005
American Alarm & Communications, Inc.	1082.014	77/366735	3609812 U.S.	01/08/2008	04/21/2009
American Alarm & Communications, Inc.	1082.015NH		TM 4529 State - NH		08/28/2008
American Alarm & Communications, Inc.	1082.016MA		71036 US	04/01/2009	04/01/2009
American Alarm & Communications, Inc.	1082.017MA		47321 US		10/14/1992
American Alarm & Communications, Inc.	1082.017MA-2		38734 US		07/28/1986
American Alarm & Communications, Inc.	1082.017NH		TM 4863 State - NH		12/24/2012
American Alarm & Communications, Inc.	1082.017VT		7123 State VT		01/29/1993

American Alarm & Communications, Inc.	1082.020	85202546	4005706 US	12/21/2010	08/02/2011
American Alarm & Communications, Inc.	1082.022RI		201202015 State - RI	02/22/2012	02/24/2012
American Alarm & Communications, Inc.	1082.023RI		201202014 State - RI	02/22/2012	02/24/2012
American Alarm & Communications, Inc.	1082.024RI		201301014 State - RI	01/28/2013	01/30/2013
American Alarm & Communications, Inc.	1082.025MA		77225 State - MA	03/28/2013	04/17/2013
American Alarm & Communications, Inc.	1082.026	86023771	4587315 US	07/30/2013	08/19/2014
American Alarm & Communications, Inc.	1138.004	78772516	3522550 US	12/13/2005	10/21/2008