

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICN ACQUISITION, LLC		04/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
Internal Address:	HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4790962	ICONTROL CONNECT	
Serial Number:	86622761	ICONTROL ONE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(202) 265-1516		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Maryna Koberidze		
Address Line 1:	1025 Vermont Ave NW #1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169823		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	04/27/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”), dated as of April 26, 2017, is entered into by and between **ICN ACQUISITION, LLC**, a Delaware limited liability company (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of May 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among Alarm.Com Incorporated, a Delaware corporation, Alarm.com Holdings, Inc. a Delaware corporation, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto and the federally registered Trademarks set forth on Schedule B hereto, each as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Patents and the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “*Patents*” means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing. For the purposes of this Agreement, “*Trademarks*” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule B hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Patents existing as of the date hereof.

(c) Schedule B hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A or Schedule B hereto, to add any right, title or interest in any Patents or Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents or Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent or Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Will Deedy

Name: Will Deedy

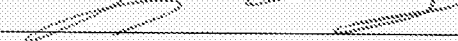
Title: Vice President

Address of Assignee:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304

GRANTOR:

ICN ACQUISITION, LLC

By:  _____

Name: Daniel J. Ramos _____

Title: Secretary _____

Address:

8281 Greensboro Drive
Suite 100
Tysons, VA 22102

Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Issued Patents of ICN ACQUISITION, LLC

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
United States	6,624,750	September 23, 2003	Douglas H. Marman, Kai Bang Liu	WIRELESS HOME FIRE AND SECURITY ALARM SYSTEM
United States	7,262,690	August 28, 2007	Michael Heaton, Jonathan Beardmore, Andrew Eccleston	METHOD AND SYSTEM FOR MONITORING EVENTS
United States	8,335,842	December 18, 2012	Reza Raji, Gerald Gutt	PREMISES MANAGEMENT NETWORKING
United States	7,633,385	December 15, 2009	Alan Wade Cohn, Ronald E. Battles, David Proft, Scott William Shumate	METHOD AND SYSTEM FOR COMMUNICATING WITH AND CONTROLLING AN ALARM SYSTEM FROM A REMOTE SERVER
United States	7,855,635	December 21, 2010	Alan Wade Cohn, Ronald E. Battles, David Proft, Scott William Shumate	METHOD AND SYSTEM FOR COUPLING AN ALARM SYSTEM TO AN EXTERNAL NETWORK
United States	7,711,796	May 4, 2010	Gerald Gutt, Aaron Wood	GATEWAY REGISTRY METHODS AND SYSTEMS
United States	8,473,619	June 25, 2013	Marc Baum, Paul J. Dawes, Mike Kinney, Reza Raji, Aaron Wood, David Swenson	SECURITY NETWORK INTEGRATED WITH PREMISE SECURITY SYSTEM
United States	8,478,844	July 2, 2013	Marc Baum, Paul J. Dawes, Mike Kinney, Aaron Wood, Reza Raji, David Swenson	FORMING A SECURITY NETWORK INCLUDING INTEGRATED SECURITY SYSTEM COMPONENTS AND NETWORK DEVICES
United States	8,073,931	December 6, 2011	Paul J. Dawes, Jim Fulker, Carolyn Wales	NETWORKED TOUCHSCREEN WITH INTEGRATED INTERFACES
United States	9,172,553	October 27, 2015	Paul J. Dawes, Jim Fulker, Carolyn Wales	SECURITY SYSTEM WITH NETWORKED TOUCHSCREEN AND GATEWAY
United States	8,612,591	December 17, 2013	Paul J. Dawes, Jim Fulker, Carolyn Wales	SECURITY SYSTEM WITH NETWORKED TOUCHSCREEN
United States	8,209,400	June 26, 2012	Marc Baum, Paul J. Dawes, Aaron Wood, Chris DeCenzo, Gerry Gutt, Reza Raji	SYSTEM FOR DATA ROUTING IN NETWORKS
United States	8,819,178	August 26, 2014	Paul J. Dawes, Marc Baum, Chris DeCenzo, Reza Raji, Aaron Wood, Gerry Gutt	CONTROLLING DATA ROUTING IN INTEGRATED SECURITY SYSTEMS
United States	8,638,211	January 28, 2014	Alan Wade Cohn, Gary Robert Faulkner, Corey Wayne Quain, James A. Johnson, James Edward Kitchen, David Leon Proft	CONFIGURABLE CONTROLLER AND INTERFACE FOR HOME SMA, PHONE AND MULTIMEDIA
United States	7,956,736	June 7, 2011	Alan Wade Cohn, Ronald E. Battles, Scott William Shumate, David Proft	METHOD AND SYSTEM FOR COMMUNICATING WITH AND CONTROLLING AN ALARM SYSTEM FROM A REMOTE SERVER
United States	8,478,871	July 2, 2013	Gerald Gutt, Aaron Wood	GATEWAY REGISTRY METHODS AND SYSTEMS
United States	9141276	September 22, 2015	Paul J. Dawes, Jim Fulker, Carolyn Wales, Gerald Gutt, Reza Raji	INTEGRATED INTERFACE FOR MOBILE DEVICE
United States	D749006	Feb 9, 2016	Reza Kazemi, Heather McIntosh, Russell Ure, Christian Molson	MONITORING UNIT

Pending Patent Applications of ICN ACQUISITION, LLC

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	14456377	August 11, 2014	Reza Kazemi, Heather McIntosh, Russell Ure, Christian Molson	SYSTEM, METHOD AND APPARATUS FOR REMOTE MONITORING
United States	14456449	August 11, 2014	Reza Kazemi, Heather McIntosh, Russell Ure, Christian Molson	SYSTEM, METHOD AND APPARATUS FOR REMOTE MONITORING

Schedule B to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks of ICN ACQUISITION, LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4790962	August 11, 2015	November 27, 2012	ICN Acquisition, LLC	Icontrol Connect

Pending Trademark Applications of ICN ACQUISITION, LLC

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	86622761	May 7, 2015	ICN Acquisition, LLC	Icontrol One
Canada	1634669	July 10, 2013	ICN Acquisition, LLC	Piper

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