

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ironwood Mezzanine Fund III LP, As Collateral Agent		07/14/2017	Limited Partnership: CONNECTICUT

RECEIVING PARTY DATA

Name:	My Alarm Center, LLC
Street Address:	3803 West Chester Pike
Internal Address:	Suite 100
City:	Newtown Square
State/Country:	PENNSYLVANIA
Postal Code:	19073
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86148366	MYINDEPENDENCE
Serial Number:	85863973	AC
Serial Number:	85863977	MY ALARM CENTER
Serial Number:	85827894	MY HOME
Serial Number:	85684331	MY AC
Serial Number:	85979105	MY AC
Serial Number:	85255751	AC MY ALARM CENTER
Serial Number:	85020342	AC ALARM CENTER
Serial Number:	85981492	MY AC
Serial Number:	86658515	
Serial Number:	86569468	LIVSECURE

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 212.735.5117

Email: francine.waldbaum@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

TRADEMARK

Address Line 1: Four Times Square
Address Line 2: Francine Waldbaum
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 010020/117

NAME OF SUBMITTER: Maya Ziv

SIGNATURE: s/Maya Ziv/s

DATE SIGNED: 07/17/2017

Total Attachments: 7

source=Trademark Release#page1.tif

source=Trademark Release#page2.tif

source=Trademark Release#page3.tif

source=Trademark Release#page4.tif

source=Trademark Release#page5.tif

source=Trademark Release#page6.tif

source=Trademark Release#page7.tif

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS (this “Release”), dated as of July 14, 2017, is made by IRONWOOD MEZZANINE FUND III LP, as Collateral Agent (“Collateral Agent”), in favor of MY ALARM CENTER, LLC, a Delaware limited liability company (“Debtor”), as follows:

WITNESSETH:

WHEREAS, the Debtor, ACA Holdings LLC, Collateral Agent and the Lenders party thereto are parties to the Second Amended and Restated Note Purchase Agreement dated as of October 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”).

WHEREAS, the Debtor and Collateral Agent are parties to (i) the Trademark Security Agreement dated as of October 20, 2015 (the “Initial Trademark Security Agreement”), which was recorded in the Trademark Division of the United States Patent and Trademark Office on October 22, 2015, at Reel 5650, Frame 0393, and (ii) the Trademark Security Agreement dated as of January 11, 2016 (the “Supplemental Trademark Security Agreement”, and together with the Initial Trademark Security Agreement, the “Trademark Security Agreements”), which was recorded in the Trademark Division of the United States Patent and Trademark Office on January 28, 2016, at Reel 5718, Frame 0411, pursuant to which the Debtor granted to Collateral Agent a continuing security interest in all of the Debtor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”), whether then owned or existing or thereafter acquired or arising:

(i) each Trademark owned by the Debtor registered with the United States Patent and Trademark Office, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which the Grantor is a party with respect to a Trademark registered with the United States Patent and Trademark Office, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing.

WHEREAS, Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral (as defined below) listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, Collateral Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreements.

2. Release of Security Interest. Collateral Agent, without recourse, representation or warranty and at Debtor's sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of Debtor, and its successors and assigns to the Trademark Collateral, the security interest in the Trademark Collateral and any and right, title and interest of Collateral Agent in the Trademark Collateral shall hereby terminate, cease and become void.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed counterpart of this Release.

4. Further Assurances. From time to time after the date hereof, upon Debtor's reasonable request, Collateral Agent agrees to provide Debtor with any information and additional authorization and documentation necessary to effect the release of Collateral Agent's security interest in the Trademark Collateral (without recourse, representation or warranty and at Debtor's sole cost and expense).

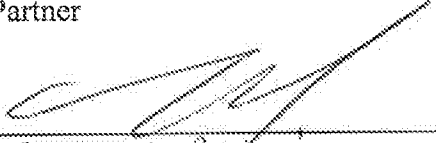
5. Governing Law. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law) thereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

IRONWOOD MEZZANINE FUND III LP, as
Collateral Agent

By: Ironwood Mezzanine Management III LLC, its
General Partner

By: 
Name: Roger J. Payne Jr.
Title: Member

Schedule 1


See attached.

**Schedule 1
to Trademark Security Agreement**

MY ALARM CENTER, LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Applicant	Trademark	Serial Number	Registration Number	Registration Date	Status
My Alarm Center, LLC	MY INDEPENDENCE MY INDEPENDENCE	86148366 19-DEC-2013			Pending Intent to Use
My Alarm Center, LLC	AC 	85863973 01-MAR-2013	4,530,703	13-May-2014	
My Alarm Center, LLC	My Alarm Center My Alarm Center	85863977 01-MAR-2013	4449155	10-DEC-2013	
My Alarm Center, LLC	My Home My Home	85827894 21-JAN-2013	4456530	24-DEC-2013	
My Alarm Center, LLC	MY AC 	85684331 23-JUL-2012			Published (Pending) Intent to Use
My Alarm Center, LLC	MY AC 	85979105 23-JUL-2012	4394047	27-AUG-2013	
My Alarm Center, LLC	AC MY ALARM CENTER 	85255751 02-MAR-2011	4078162	27-DEC-2011	
My Alarm Center, LLC	AC ALARM CENTER 	85020342 22-APR-2010	3883092	30-NOV-2010	

ENTRY	TRADEMARK	REGISTRATION NUMBER / DATE	EXPIRES
My Alarm Center, LLC	MY AC 	85981492 23-JUL-2012	4540355 27-MAY-2014

U.S. TRADEMARK LICENSES


NAME OF AGREEMENT	PARTIES LICENSOR/LICENSEE	DATE OF AGREEMENT	SUBJECT MATTER
NONE	-	-	-

**Schedule 1
to Trademark Security Agreement**

MY ALARM CENTER, LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARK LICENSES

ENTITY	TRADEMARK	APPLICATION NUMBER / DATE	REGISTRATION NUMBER / DATE
My Alarm Center, LLC		86658515 10-JUNE-2015	Published (Pending) Intent to Use
My Alarm Center, LLC	LIVSECURE	86569468 19-MARCH-2015	Published (Pending) Intent to Use