CH \$40.00 454(

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM435768

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		07/14/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4540355	MY AC

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1:1090 Vermont Avenue, NWAddress Line 4:Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	732870-3
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/19/2017

Total Attachments: 4

source=7-19-17 Goldman 3-TM#page1.tif source=7-19-17 Goldman 3-TM#page2.tif

TRADEMARK REEL: 006109 FRAME: 0558

900414001

source=7-19-17 Goldman 3-TM#page3.tif source=7-19-17 Goldman 3-TM#page4.tif

TRADEMARK REEL: 006109 FRAME: 0559

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of July 14, 2017, is made by Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent (in such capacity, the "Agent") for the Secured Parties in favor of My Alarm Center, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of April 30, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition are used as defined in the Trademark Security Agreement), in favor of the Agent, pursuant to which the Grantor granted to the Agent, to secure the Obligations of the Grantor, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether then owned or existing or thereafter acquired or arising:

- (i) each Trademark owned by the Grantor registered with the United States Patent and Trademark Office, including, without limitation, each Trademark registration and application referred to in <u>Schedule A</u> 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 A_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, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 30, 2015 at Reel 5508 and Frame 0182; and

WHEREAS, the Agent wishes to terminate and release its security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Agent, for itself and on behalf of the Secured Parties, hereby (a) terminates the Trademark Security Agreement, and (b) terminates, cancels, relinquishes, discharges and releases to the Grantor its security interest in, to and under, and reassigns to the Grantor, without representation or warranty of any kind, any and all right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule A, granted to it pursuant to the Trademark Security Agreement, and all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark application set forth on Schedule A.

The Agent hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the termination, cancellation, release, relinquishment

WEIL:\96190810\2\71605.0106

and discharge of its continuing security interest in, to and under all of the Trademark Collateral contemplated hereby.

SECTION 2. <u>Recordation</u>. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release,

SECTION 3. <u>Execution in Counterparts</u>. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. <u>Governing Law</u>. This Release shall be governed by, and shall be construed 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

WEIL:\96190810\2\71605.0106

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

> **GOLDMAN SACHS SPECIALTY** LENDING GROUP, L.P., as Agent

Name: / Greg Watts

Senior Vice President Title:/

[Signature Page to Release of Trademark Security Agreement (April 2015)]

TRADEMARK REEL: 006109 FRAME: 0562

SCHEDULE A

MY ALARM CENTER, LLC

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

ENTITY	Trademark	APPLICATION NUMBER / DATE	REGISTRATION NUMBER / DATE
My Alarm Center,	MY AC	85981492	4540355
LLC		23-JUL-2012	27-MAY-2014

Exhibit A - Page 1

WEIL:\96190810\2\71605.0106

RECORDED: 07/19/2017

TRADEMARK REEL: 006109 FRAME: 0563