

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALARM.COM INCORPORATED		10/06/2017	Corporation: DELAWARE
ENERGYHUB, INC.		10/06/2017	Corporation: DELAWARE
ICN ACQUISITION, LLC		10/06/2017	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: 21

Property Type	Number	Word Mark
Registration Number:	3582628	CONNECTED CAREGIVER
Registration Number:	3969275	A SECURITY SYSTEM FOR YOUR SECURITY SYST
Registration Number:	4058342	ALARM.COM
Registration Number:	4058341	ALARM.COM
Registration Number:	4185452	EMPOWER
Registration Number:	4218648	POINTCENTRAL
Registration Number:	4313658	POINTS SAFE
Registration Number:	3785229	UP & ABOUT
Registration Number:	4544365	BUILDING 36
Registration Number:	3622748	HVR
Registration Number:	3622746	SECURE I
Registration Number:	3622740	SECURE-I
Registration Number:	3622747	SURVEILLANCE MADE EASY
Registration Number:	4225962	ENERGYHUB
Registration Number:	3944975	BRINGING HOME THE SMART GRID

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4919652	BRING YOUR OWN THERMOSTAT
Registration Number:	4690081	RADIUS
Registration Number:	4718845	SMARTSHIFT
Registration Number:	4790962	ICONTROL CONNECT
Registration Number:	5096343	ICONTROL ONE
Serial Number:	87300454	FIRM LOAD DISPATCH

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173144 TM
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	10/10/2017

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of October 6, 2017, is entered into by and between **ALARM.COM INCORPORATED**, a Delaware corporation, **ENERGYHUB, INC.**, a Delaware corporation, and **ICN ACQUISITION, LLC**, a Delaware limited liability company (each and together, jointly and severally, the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (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 the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor, Alarm.com Holdings, Inc., 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 Trademarks set forth on Schedule A hereto 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, conditions and limitations provided for in 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 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, “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 A hereto, and (ii) the right to obtain all renewals thereof; provided, however, that in no event shall the Collateral include intent-to-use Trademarks or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark or service mark application under applicable law.

(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 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 hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any 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 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

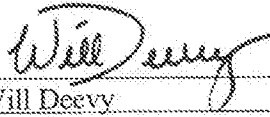
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

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

By: 
Name: Will Deevy
Title: Vice President

ASSIGNEE:

ALARM.COM INCORPORATED

By: 

Name: Daniel Ramos

Title: Senior Vice President

ENERGYHUB, INC.

By: _____

Name: Seth Frader-Thompson

Title: President

ICN ACQUISITION, LLC

By: 

Name: Daniel Ramos

Title: Secretary

ASSIGNEE:

ALARM.COM INCORPORATED

By: _____
Name: Daniel Ramos
Title: Senior Vice President

ENERGYHUB, INC.

By:  _____
Name: Seth Frader-Thompson
Title: President

ICN ACQUISITION, LLC

By: _____
Name: Daniel Ramos
Title: Secretary

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks of Alarm.com Incorporated

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	3,582,628	3/3/2009	5/8/2008	Alarm.com Incorporated	CONNECTED CAREGIVER
United States	3,969,275	5/31/2011	6/16/2010	Alarm.com Incorporated	A SECURITY SYSTEM FOR YOUR SECURITY SYSTEM
United States	4,058,342	11/22/2011	4/1/2010	Alarm.com Incorporated	ALARM.COM & Design
United States	4,058,341	11/22/2011	4/1/2010	Alarm.com Incorporated	ALARM.COM
United States	4,185,452	8/7/2012	10/14/2011	Alarm.com Incorporated	EMPOWER (Stylized)
United States	4,218,648	10/2/2012	2/1/2011	Alarm.com Incorporated	POINTCENTRAL
United States	4,313,658	4/2/2013	5/9/2011	Alarm.com Incorporated	POINTS SAFE
United States	3,785,229	5/4/2010	10/18/2007	Alarm.com Incorporated	UP & ABOUT
United States	4,544,365	6/3/2014	12/10/2012	Alarm.com Incorporated	BUILDING 36
United States	3,622,748	05/19/2009	10/10/2008	Alarm.com, Inc.	HVR
United States	10/10/2008	05/19/2009	3,622,746	Alarm.com, Inc.	SECURE I & Design
United States	10/10/2008	05/19/2009	3,622,740	Alarm.com, Inc.	SECURE-I
United States	10/10/2008	05/19/2009	3,622,747	Alarm.com, Inc.	SURVEILLANCE MADE EASY
Canada	857316	8/8/2013	8/4/2010	Alarm.com Incorporated	BECLOSE
Canada	864889	11/13/2013	4/11/2012	Alarm.com Incorporated	EMPOWER & DESIGN
Canada	778,040	9/24/2010	11/10/2008	Alarm.com Incorporated	CONNECTED CAREGIVER

Registered Trademarks of EnergyHub, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4,225,962	10/16/2012	03/12/2009	EnergyHub, Inc.	ENERGYHUB
United States	3,944,975	04/12/2011	04/02/2009	EnergyHub, Inc.	BRINGING HOME THE SMART GRID

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4,919,652	03/15/2016	08/01/2013	EnergyHub, Inc.	BRING YOUR OWN THERMOSTAT
United States	07/30/2013	02/17/2015	4,690,081	EnergyHub, Inc.	RADIUS
United States	07/30/2013	04/14/2015	4,718,845	EnergyHub, Inc.	SMARTSHIFT
Canada	TMA778520	09/30/2010	10/02/2009	EnergyHub, Inc.	ENERGYHUB
Canada	TMA778518	09/30/2010	10/02/2009	EnergyHub, Inc.	BRINGING THE SMART GRID HOME
Canada	TMA778512	09/30/2010	10/02/2009	EnergyHub, Inc.	THE CONSUMER FACE OF THE SMART GRID

Pending Trademark Applications of Alarm.com Incorporated

None.

Pending Trademark Applications of EnergyHub, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	87/300,454	01/13/2017	EnergyHub, Inc.	FIRM LOAD DISPATCH

Licensed Registered Trademarks and Pending Trademark Applications

None.

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	8/11/2015	11/27/2012	ICN Acquisition, LLC	ICONTROL CONNECT
United States	5,096,343	12/06/2016	5/7/2015	ICN Acquisition, LLC	ICONTROL ONE
Canada	TMA955629	11/17/2016	7/10/2013	ICN Acquisition, LLC	PIPER

Pending Trademark Applications of ICN ACQUISITION, LLC

None.