

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ademco Inc.		10/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	CIB DMO WLO, Mail code, NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	2295113	ADD-A-ZONE	
Registration Number:	1198553	ADEMCO	
Registration Number:	870380	ADEMCO	
Registration Number:	3020767	ADI	
Registration Number:	4705325	ADI PRO SELECT CARD	
Registration Number:	4262525	ADVANCED PROTECTION LOGIC	
Registration Number:	2592707	AIRWATCH	
Registration Number:	1722498	ALARMNET	
Registration Number:	188577	AQUASTAT	
Registration Number:	2657760	AQUATROL	
Registration Number:	2953302	AT	
Registration Number:	3552563	AUBE	
Registration Number:	904718	BULLS-EYE	
Registration Number:	1756594	COMBUSTION SYSTEM MANAGER	
Registration Number:	2298563	COMPASS	
Registration Number:	1630838	CONTROL PRO	
Registration Number:	2132581	CONVERTASTAT	
Registration Number:	2033649	DIALSET	
Registration Number:	1095836	DYNAMIC AMPLI-CHECK	

OP \$1890.00 2295113

Property Type	Number	Word Mark
Registration Number:	4195703	E CONNECT
Registration Number:	3791200	ECONOSWITCH
Registration Number:	2632825	ENVIRACOM
Registration Number:	3280857	ENVIRALINK
Registration Number:	1884706	FBII
Registration Number:	701331	FILTER-FLAG
Registration Number:	3099055	FOCUSPRO
Registration Number:	4246927	GENESIS TOUCH
Registration Number:	3809477	GLOWFLY
Registration Number:	4641321	HUMIDIPRO
Registration Number:	4404221	INTELLIPATH
Registration Number:	3202836	LINE VOLT PRO
Registration Number:	4602815	LYRIC
Registration Number:	5091426	LYRIC
Registration Number:	1652197	MABS
Registration Number:	2065004	PERFECT CLIMATE
Registration Number:	2371423	PERFECTFLO
Registration Number:	611795	POWERPILE
Registration Number:	1976631	POWERPRO
Registration Number:	1819708	PREMIER WHITE
Registration Number:	231890	PROTECTORELAY
Registration Number:	2352711	READYGUARD
Registration Number:	4323404	RED LINK
Registration Number:	2964977	SMART IMPRESSIONS
Registration Number:	3592077	SMARTPIT
Registration Number:	2110064	SMARTVALVE
Registration Number:	2428675	STREET SMART
Registration Number:	1029980	SUPER TRADELINE
Registration Number:	3099485	SUPERVENT
Registration Number:	4407349	TAKES A LEGEND TO MAKE ONE
Registration Number:	1439016	THE ROUND
Registration Number:	4240210	TOTAL CONNECT
Registration Number:	1933491	TOTALZONE
Registration Number:	757716	TRADELINE
Registration Number:	881262	TROLATEMP
Registration Number:	4071375	TRUCCLEAN
Registration Number:	4154329	TRUEDRY
Registration Number:	4109903	TRUEFRESH

Property Type	Number	Word Mark
Registration Number:	3455062	TRUEIAQ
Registration Number:	3525255	TRUEZONE
Registration Number:	4184248	TUXEDO TOUCH
Registration Number:	3320610	ULTRASTAT
Registration Number:	2229309	ULTRATECH
Registration Number:	4598165	UTILITYPRO
Registration Number:	507792	VAPORSTAT
Registration Number:	2990651	VISIONPRO
Registration Number:	1753760	VISTA
Registration Number:	2430175	VISTAKEY
Registration Number:	5192786	WBOX
Registration Number:	5192781	WBOX TECHNOLOGIES
Registration Number:	852288	WINTER WATCHMAN
Registration Number:	3250057	ZONEPRO
Serial Number:	86539250	ALARMNET 360
Serial Number:	86486143	SIX
Serial Number:	87333250	SPINALCORD
Serial Number:	87325856	SURELYNK

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

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:	1006924 TM IPSA ADEMCO
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/26/2018

Total Attachments: 8

source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed))#page2.tif

source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed))#page3.tif

source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed))#page4.tif

source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed))#page5.tif

source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed))#page6.tif

source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed))#page7.tif

source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed)))#page8.tif
source=#91412946v1 - (Homes - Trademark Security Agreement - Ademco Inc. (Executed)))#page9.tif

TRADEMARK SECURITY AGREEMENT dated as of October 25, 2018 (this "Agreement"), between Ademco Inc. (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of October 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Collateral Agreement dated as of October 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (including, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADEMCO INC.,
as Grantor

By: _____

Name: Jacqueline W. Katzel

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006468 FRAME: 0464

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Gene Riego de Dios
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006468 FRAME: 0465

SCHEDULE I

Trademarks

Trademark	Registration Number
ADD-A-ZONE	2295113
ADEMCO	1198553
ADEMCO and design	870380
ADI	3020767
ADI PRO SELECT CARD	4705325
ADVANCED PROTECTION LOGIC	4262525
AIRWATCH	2592707
ALARMNET	1722498
AQUASTAT (stylized)	188577
AQUATROL	2657760
AT and design	2953302
AUBE	3552563
BULLS-EYE	904718
COMBUSTION SYSTEM MANAGER	1756594
COMPASS	2298563
CONTROL PRO	1630838
CONVERTASTAT	2132581
DIALSET	2033649

Trademark	Registration Number
DYNAMIC AMPLI-CHECK	1095836
E CONNECT	4195703
ECONOSWITCH	3791200
ENVIRACOM	2632825
ENVIRALINK	3280857
FBII	1884706
FILTER-FLAG	701331
FOCUSPRO	3099055
GENESIS TOUCH	4246927
GLOWFLY	3809477
HUMIDIPRO	4641321
INTELLIPATH	4404221
LINE VOLT PRO	3202836
LYRIC	4602815
LYRIC	5091426
MABS	1652197
PERFECT CLIMATE	2065004
PERFECTFLO	2371423
POWERPILE	611795
POWERPRO	1976631
PREMIER WHITE	1819708
PROTECTORELAY (stylized)	231890

Trademark	Registration Number
READYGUARD (stylized)	2352711
REDLINK and design	4323404
SMART IMPRESSIONS	2964977
SMARTPIT	3592077
SMARTVALVE	2110064
STREET SMART	2428675
SUPER TRADELINE	1029980
SUPERVENT	3099485
TAKES A LEGEND TO MAKE ONE	4407349
THE ROUND	1439016
TOTAL CONNECT	4240210
TOTALZONE	1933491
TRADELINE	757716
TROLATEMP and design	881262
TRUCCLEAN	4071375
TRUEDRY	4154329
TRUEFRESH	4109903
TRUEIAQ	3455062
TRUEZONE	3525255
TUXEDO TOUCH	4184248
ULTRASTAT	3320610

Trademark	Registration Number
ULTRATECH	2229309
UTILITYPRO	4598165
VAPORSTAT (stylized)	507792
VISIONPRO	2990651
VISTA	1753760
VISTAKEY	2430175
WBOX	5192786
WBOX TECHNOLOGIES and design	5192781
WINTER WATCHMAN	852288
ZONEPRO	3250057

Trademark Applications

Mark	Application No.
ALARMNET 360	86/539250
SIX	86/486143
SPINALCORD	87/333250
SURELYNK	87/325856