

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524752

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|---|---|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lydia Security Monitoring, Inc. | | 05/21/2019 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Capital One, National Association | | |
| Street Address: | 2 Bethesda Metro Center, 7th Floor | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1781931 | C.O.P.S. MONITORING | |
| Registration Number: | 5077106 | COPS MONITORING | |
| Registration Number: | 1996548 | YOUR HOME TOWN CENTRAL STATION | |
| Registration Number: | 4203593 | MPOWER | |
| Registration Number: | 4219286 | GENERATIONS | |
| Registration Number: | 4695840 | ALARMWATCH | |
| Registration Number: | 5410966 | OMNIVIEW | |
| Registration Number: | 5067954 | UCC | |
| Registration Number: | 5067953 | UCC | |
| Serial Number: | 88334819 | ALARMCHAT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4125621041 | | |
| <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: | 412-562-1637 | | |
| Email: | vicki.cremonese@bipc.com | | |
| Correspondent Name: | Michael L. Dever | | |
| Address Line 1: | 301 Grant Street | | |
| Address Line 2: | 20th Floor | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15219 | | |

CH \$265.00 1781931

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 0080721-000011 |
| NAME OF SUBMITTER: | Michael L. Dever |
| SIGNATURE: | /Michael L. Dever/ |
| DATE SIGNED: | 05/23/2019 |

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 21, 2019, is made by Lydia Security Monitoring, Inc., a New York corporation, as debtor (the "Borrower", and together with any other persons or entities that from time to time become parties hereto as debtors, individually and collectively, the "Debtor"), in favor of Capital One, National Association, as Administrative Agent for lenders (the "Lenders") from time to time party to the Credit Agreement described below (the "Secured Party").

WHEREAS, the Debtor has entered into that certain Credit Agreement dated as of May 21, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders and the Secured Party. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor to the Secured Party dated as of May 21, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain Intellectual Property of the Debtor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such Intellectual Property for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by the Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplement executed and delivered by the Debtor to the Secured Party from time to time) (the "Trademarks");

(iii) The United States copyrights, copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplement executed and delivered by the Debtor to the Secured Party from time to time) (the "Copyrights");

(iv) Any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) Any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement 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. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LYDIA SECURITY MONITORING, INC.

By: 

Name: Ira D. Riklis

Title: Chief Executive Officer

Address for Notices:

Lydia Security Monitoring, Inc.
Monroe Business Estates
Bldg. F., P.O. Box 836
1041 Glassboro Road
Williamstown, NJ 08094
Telecopier No.: 607-629-4043
Attention: Daniel Barbera

TRADEMARK

REEL: 006652 FRAME: 0126

Schedule A

Patents

None.

Schedule B

Trademarks

Trademark: C.O.P.S. Monitoring
Registration Date: Jul. 13, 1993
Registration Number: 1,781,931

Trademark: COPS MONITORING
Registration Date: Nov. 08, 2016
Registration Number: 5,077,106

Trademark: Your Home Town Central Station
Registration Date: Aug. 27, 1996
Registration Number: 1,996,548

Trademark: MPOWER
Registration Date: Sep. 04, 2012
Registration Number: 4,203,593

Trademark: GENERATIONS
Registration Date: Oct. 02, 2012
Registration Number: 4,219,286

Trademark: ALARMWATCH
Registration Date: MAR 03, 2015
Registration Number: 4,695,840

Trademark: ALARMCHAT
Applied for March 11, 2019
Serial Number: 88/334,819

OMNIVIEW
Registration Date: Feb. 27, 2018
Registration Number: 5,410,966

UCC [Logo]
Registration Date: Oct. 25, 2016
Registration Number: 5,067,954

UCC [Word]
Registration Date: Oct. 25, 2016
Registration Number: 5,067,953

Schedule C

Copyrights

None.

**Appendix A
to the IP Security Agreement**

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated _____, _____ is made by Lydia Security Monitoring, Inc., a New York corporation (the "Borrower", and together with any other persons or entities that from time to time become parties hereto as debtors, individually and collectively, the "Debtor") in favor of Capital One, National Association as Administrative Agent for lenders (the "Lenders") from time to time party to the Credit Agreement (the "Secured Party").

WHEREAS, the Debtor has entered into that certain Credit Agreement dated as of May 21, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders and the Secured Party. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor to the Secured Party dated as of May 21, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain Intellectual Property of the Debtor and such other Persons for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other Governmental Authorities, the Debtor has executed and delivered that certain Intellectual Property Security Agreement made by the Debtor to the Secured Party dated May 21, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. Confirmation of Grant of Security. The Debtor hereby acknowledges and confirms the grant of a security interest to the Secured Party under the Security Agreement and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

(i) [The United States patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part,

extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");]

(ii) [The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");]

(iii) [The copyrights, associated United States copyright registrations and applications, and copyright licenses set forth in Schedule C hereto (the "Copyrights");]

(iv) Any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) Any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule 3.5 to the Security Agreement and Schedule[s] [A,] [B and] [C] to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

[Signature page to Intellectual Property Security Agreement Supplement]

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LYDIA SECURITY MONITORING, INC.

By: _____

Name:

Title:

Address for Notices:

Lydia Security Monitoring, Inc.
Monroe Business Estates, Bldg. F
1041 Glassboro Road
P.O. Box 836
Williamstown, NJ 08094
Telecopier No.: 607-629-4043
Attention: Daniel Barbera