

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		01/28/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ADT LLC		
Street Address:	1501 YAMATO ROAD		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4637587	HELPING PROTECT WHAT MATTERS MOST	
Registration Number:	4656638	WHAT MATTERS MOST	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	mpotts@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Marissa Potts		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	22276-006		
NAME OF SUBMITTER:	Marissa Potts		
SIGNATURE:	/Marissa Potts/		
DATE SIGNED:	01/28/2020		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 28, 2020 is from Wells Fargo Bank, National Association, as Collateral Agent (the "Collateral Agent") to ADT LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement (Second Lien), dated as of May 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Notice of Grant of Security Interest (Second Lien) in Trademarks, dated as of May 2, 2016, by and between the Collateral Agent and the Grantor (the "Trademark Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed their intent to grant a security interest to the Collateral Agent in the Grantor's registered or applied for trademarks, trade names and service marks, and any goodwill related thereto, including the trademarks listed in Schedule I hereto (collectively, the "Released Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 9, 2016 at Reel 5789 and Frame 0536;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Security Agreement and the Trademark Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor (at Grantor's sole cost and expense) to effect the termination and release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Trademarks by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Raymond Delli Colli
Name:
Title: Raymond Delli Colli
Vice President

[Termination and Release of Security Interest in Trademarks (Second Lien)]

Schedule I

**LIST OF REGISTERED TRADE NAMES, TRADEMARKS, SERVICES MARKS
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

<u>Mark</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>
HELPING PROTECT WHAT MATTERS MOST	Registered	4637587	11/11/14
WHAT MATTERS MOST	Registered	4656638	12/16/14