

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest (Second Lien) in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The ADT Security Corporation		01/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	150 EAST 42ND STREET		
Internal Address:	40TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 79			
Property Type	Number	Word Mark	
Registration Number:	2018644	AWARE	
Registration Number:	1885287	CENTRAL ONE	
Registration Number:	2042378	CRITICOM	
Registration Number:	2156232		
Registration Number:	3902451		
Registration Number:	3511262		
Registration Number:	2927154		
Registration Number:	3329547		
Registration Number:	3093237	PROTECTION ONE	
Registration Number:	4158584	1	
Registration Number:	2734955	800.ADT.ASAP	
Registration Number:	3228693	800.ADT.GOLD	
Registration Number:	0710708	ADT	
Registration Number:	0710507	ADT	
Registration Number:	0846966	ADT	
Registration Number:	0803247	ADT	
Registration Number:	3352491	ADT	
Registration Number:	3909665	ADT	

CH \$1990.00 2018644

Property Type	Number	Word Mark
Registration Number:	3511263	ADT
Registration Number:	3421797	ADT
Registration Number:	3251836	ADT
Registration Number:	3515266	ADT
Registration Number:	3511264	ADT
Registration Number:	3902450	ADT ALWAYS THERE
Registration Number:	3253803	ADT ALWAYS THERE
Registration Number:	3483310	ADT ALWAYS THERE
Registration Number:	2586569	ADT ALWAYS THERE
Registration Number:	3232338	ADT BEL-AIR PATROL
Registration Number:	4298598	ADT PULSE
Registration Number:	4332139	ADT PULSE
Registration Number:	4298597	ADT PULSE
Registration Number:	4309508	ADT PULSE
Registration Number:	4298585	ADT PULSE
Registration Number:	0838956	ADT
Registration Number:	1034716	ADT
Registration Number:	3348663	ADT
Registration Number:	3335298	ADT
Registration Number:	5672406	ADT
Registration Number:	3991449	ADT
Registration Number:	3906116	ADT
Registration Number:	2857796	ADT
Registration Number:	3421798	ADT
Registration Number:	3253804	ADT
Registration Number:	3335239	ADT
Registration Number:	3335240	ADT
Registration Number:	3232337	BEL-AIR PATROL
Registration Number:	5401983	CANOPY
Registration Number:	5355700	CMS COMPASS
Registration Number:	1732614	COMPANION SERVICE
Registration Number:	3915918	ESECURE
Registration Number:	5425371	ESUITE
Registration Number:	5333881	HAWKWATCH
Registration Number:	4499735	LIFE SAVER AWARD
Registration Number:	4866499	MULTIFAMILY 360
Registration Number:	2927429	NETWORK MULTIFAMILY
Registration Number:	2075037	PARALLEL PROTECTION

Property Type	Number	Word Mark
Registration Number:	2524563	PREPARE AND PROTECT
Registration Number:	4031132	PROTECTION 1
Registration Number:	4031133	PROTECTION 1
Registration Number:	1541841	PROTECTION ONE
Registration Number:	3057621	PROTECTION ONE
Registration Number:	2706995	PROVIDING RAPID RESPONSE AND PEACE OF MI
Registration Number:	4287146	PULSE
Registration Number:	4287145	PULSE
Registration Number:	4287144	PULSE
Registration Number:	4287143	PULSE
Registration Number:	2425441	QUICK KEY
Registration Number:	4139354	SAFEPASS
Registration Number:	1447861	SAFEWATCH
Registration Number:	1446049	SAFEWATCH
Registration Number:	2747570	SAFEWATCH CELLGUARD
Registration Number:	2399377	SECURED BY ADT
Registration Number:	5826274	SHIELDVISION
Registration Number:	4689104	THE POWER OF EXPERIENCE
Registration Number:	2456494	VIDEOVIEW
Registration Number:	4045516	VIDEOVIEW
Registration Number:	3770787	BROADVIEW
Registration Number:	3770090	BROADVIEW SECURITY
Registration Number:	3763254	BROADVIEW SECURITY

CORRESPONDENCE DATA

Fax Number:

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.

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: 11

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AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT, THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IS SUBJECT TO THE PROVISIONS OF (I) THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AND (II) ANY OTHER "INTERCREDITOR AGREEMENT" AS DEFINED THEREIN

Notice of Grant of Security Interest (Second Lien) in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS, dated as of January 28, 2020 (this "Agreement"), made by The ADT Security Corporation, a Delaware corporation (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of January 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Prime Security Services Borrower, LLC (the "Issuer"), each subsidiary of the Issuer identified therein and Wells Fargo Bank, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral");

all Trademarks of the United States of America of such Pledgor, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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 two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

THE ADT SECURITY CORPORATION

By: 
Name: Jeffrey Likosar
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien) – The ADT Security Corporation]

TRADEMARK
REEL: 006849 FRAME: 0027

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: Stefan Victory
Name: STEFAN VICTORY
Title: VICE PRESIDENT

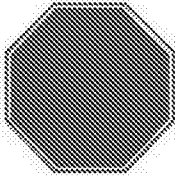
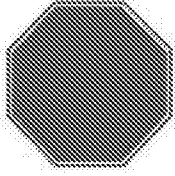
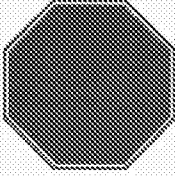


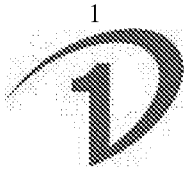

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien) – The ADT
Security Corporation]

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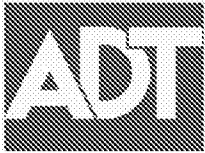


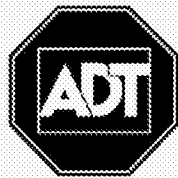

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by The ADT Security Corporation

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
1.	AWARE	74575993 Sep. 20, 1994	2018644 Nov. 26, 1996
2.	CENTRAL ONE	74436500 Sep. 17, 1993	1885287 Mar. 21, 1995
3.	CRITICOM	74672970 May 12, 1995	2042378 Mar. 04, 1997
4.	ADT ALWAYS THERE	79035680 Oct. 10, 2006	3445424 Jun. 10, 2008 (66A)
5.	ADT 	79031007 Oct. 10, 2006	3324938 Oct. 30, 2007 (66A)
6.	ADT 	79035484 Oct. 12, 2006	3445420 Jun. 10, 2008 (66A)
7.	ADT 	79035630 Oct. 10, 2006	3427081 May 13, 2008 (66A)
8.	ADT 	79035631 Oct. 12, 2006	3445423 Jun. 10, 2008 (66A)
9.	ADT 	79046998 Nov. 06, 2007	3485321 Aug. 12, 2008 (66A)
10.		75182013 Oct. 16, 1996	2156232 May 12, 1998

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
11.		77363961 Jan. 04, 2008	3902451 Jan. 11, 2011
12.		77348587 Dec. 11, 2007	3511262 Oct. 07, 2008
13.		76405666 May 10, 2002	2927154 Feb. 22, 2005
14.		78959543 Aug. 24, 2006	3329547 Nov. 06, 2007
15.		78648089 Jun. 10, 2005	3093237 May 16, 2006
16.		85195390 Dec. 10, 2010	4158584 Jun. 12, 2012
17.	800.ADT.ASAP	78163922 Sep. 13, 2002	2734955 Jul. 08, 2003
18.	800.ADT.GOLD	78615630 Apr. 25, 2005	3228693 Apr. 10, 2007
19.	ADT	72086389 Dec. 01, 1959	0710708 Jan. 31, 1961
20.	ADT	72086390 Dec. 01, 1959	0710507 Jan. 31, 1961
21.		72253479 Aug. 31, 1966	0846966 Apr. 02, 1968

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
22.	ADT 	72216777 Apr. 19, 1965	0803247 Feb. 01, 1966
23.	ADT	78969026 Sep. 07, 2006	3352491 Dec. 11, 2007
24.	ADT	77356446 Dec. 20, 2007	3909665 Jan. 25, 2011
25.	ADT	77348668 Dec. 11, 2007	3511263 Oct. 07, 2008
26.	ADT	77212865 Jun. 22, 2007	3421797 May 06, 2008
27.	ADT	78959450 Aug. 24, 2006	3251836 Jun. 12, 2007
28.	ADT	77346309 Dec. 07, 2007	3515266 Oct. 14, 2008
29.	 ADT	77348669 Dec. 11, 2007	3511264 Oct. 07, 2008
30.	ADT ALWAYS THERE	77363959 Jan. 04, 2008	3902450 Jan. 11, 2011
31.	ADT ALWAYS THERE	78959477 Aug. 24, 2006	3253803 Jun. 19, 2007
32.	ADT ALWAYS THERE	77212883 Jun. 22, 2007	3483310 Aug. 12, 2008
33.	ADT ALWAYS THERE ADT ALWAYS THERE	76202590 Jan. 31, 2001	2586569 Jun. 25, 2002
34.	ADT BEL-AIR PATROL	78291124 Aug. 22, 2003	3232338 Apr. 24, 2007
35.	ADT PULSE	85167897 Nov. 03, 2010	4298598 Mar. 05, 2013
36.	ADT PULSE	85977909 Nov. 03, 2010	4332139 May 07, 2013
37.	ADT PULSE	85167818 Nov. 03, 2010	4298597 Mar. 05, 2013
38.	ADT PULSE	85168780 Nov. 04, 2010	4309508 Mar. 26, 2013
39.	ADT PULSE	85156605 Oct. 20, 2010	4298585 Mar. 05, 2013

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
40.	ADT 	72252614 Aug. 18, 1966	0838956 Nov. 14, 1967
41.	ADT 	73061512 Aug. 27, 1975	1034716 Mar. 02, 1976
42.	ADT 	78969059 Sep. 07, 2006	3348663 Dec. 04, 2007
43.	ADT 	78969079 Sep. 07, 2006	3335298 Nov. 13, 2007
44.	ADT 	87678129 Nov. 09, 2017	5672406 Feb. 12, 2019
45.	ADT 	77363960 Jan. 04, 2008	3991449 Jul. 12, 2011
46.	ADT 	77363962 Jan. 04, 2008	3906116 Jan. 18, 2011
47.	ADT 	78138611 Jun. 25, 2002	2857796 Jun. 29, 2004

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
48.	ADT 	77212882 Jun. 22, 2007	3421798 May 06, 2008
49.	ADT 	78959496 Aug. 24, 2006	3253804 Jun. 19, 2007
50.	ADT 	78959524 Aug. 24, 2006	3335239 Nov. 13, 2007
51.	ADT 	78959565 Aug. 24, 2006	3335240 Nov. 13, 2007
52.	BEL-AIR PATROL	78291110 Aug. 22, 2003	3232337 Apr. 24, 2007
53.	CANOPY	86629572 May 14, 2015	5401983 Feb. 13, 2018
54.	CMS COMPASS	86907542 Feb. 15, 2016	5355700 Dec. 12, 2017
55.	COMPANION SERVICE	74182317 Jul. 05, 1991	1732614 Nov. 17, 1992
56.	ESECURE	77920405 Jan. 26, 2010	3915918 Feb. 08, 2011
57.	ESUITE	86907541 Feb. 15, 2016	5425371 Mar. 13, 2018
58.	HAWKWATCH	87381258 Mar. 22, 2017	5333881 Nov. 14, 2017
59.	LIFE SAVER AWARD	85896645 Apr. 05, 2013	4499735 Mar. 18, 2014
60.	MULTIFAMILY 360	86614514 Apr. 29, 2015	4866499 Dec. 08, 2015
61.	NETWORK MULTIFAMILY	76558592 Oct. 28, 2003	2927429 Feb. 22, 2005
62.	PARALLEL PROTECTION	75012513 Oct. 30, 1995	2075037 Jul. 01, 1997
63.	PREPARE AND PROTECT	76087419 Jul. 13, 2000	2524563 Jan. 01, 2002

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
64.	PROTECTION 1	85195365 Dec. 10, 2010	4031132 Sep. 27, 2011
65.	PROTECTION 1 	85195382 Dec. 10, 2010	4031133 Sep. 27, 2011
66.	PROTECTION ONE	73758423 Oct. 18, 1988	1541841 May 30, 1989
67.	PROTECTION ONE 	78564827 Feb. 10, 2005	3057621 Feb. 07, 2006
68.	PROVIDING RAPID RESPONSE AND PEACE OF MIND 24 HOURS A DAY <small>PROVIDING RAPID RESPONSE AND PEACE OF MIND 24 HOURS A DAY</small>	76429647 Jul. 11, 2002	2706995 Apr. 15, 2003
69.	PULSE	77808981 Aug. 20, 2009	4287146 Feb. 12, 2013
70.	PULSE	77798996 Aug. 06, 2009	4287145 Feb. 12, 2013
71.	PULSE	77798984 Aug. 06, 2009	4287144 Feb. 12, 2013
72.	PULSE	77798980 Aug. 06, 2009	4287143 Feb. 12, 2013
73.	QUICK KEY	75305281 Jun. 09, 1997	2425441 Jan. 30, 2001
74.	SAFEPASS	77517556 Jul. 09, 2008	4139354 May 08, 2012
75.	SAFEWATCH	73589913 Mar. 25, 1986	1447861 Jul. 14, 1987
76.	SAFEWATCH	73589914 Mar. 25, 1986	1446049 Jul. 07, 1987
77.	SAFEWATCH CELLGUARD <small>SAFEWATCH CELLGUARD</small>	75714582 May 27, 1999	2747570 Aug. 05, 2003
78.	SECURED BY ADT 	75684890 Apr. 19, 1999	2399377 Oct. 31, 2000
79.	SHIELDVISION	88247258 Jan. 02, 2019	5826274 Aug. 06, 2019
80.	THE POWER OF EXPERIENCE	85748856 Oct. 09, 2012	4689104 Feb. 17, 2015
81.	VIDEOVIEW	75524045 Jul. 23, 1998	2456494 May 29, 2001

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
82.	VIDEOVIEW	85289964 Apr. 08, 2011	4045516 Oct. 25, 2011
83.	BROADVIEW	77806331 Aug. 17, 2009	3770787 Apr. 06, 2010
84.	BROADVIEW SECURITY	77684667 Mar. 05, 2009	3770090 Apr. 06, 2010
85.	BROADVIEW SECURITY + design	77978038 Jul. 06, 2009	3763254 Mar. 23, 2010