

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/09/2021	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Smart Home Pros, Inc.
Street Address:	4931 North 300 West
City:	Provo
State/Country:	UTAH
Postal Code:	84604
Entity Type:	Corporation: UTAH
Name:	Space Monkey, LLC
Street Address:	4931 North 300 West
City:	Provo
State/Country:	UTAH
Postal Code:	84604
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5492575	SMARTHOMEPROS
Registration Number:	5335568	FLO MUSIC
Registration Number:	4873177	
Registration Number:	4581323	PROPS
Registration Number:	4347598	NUDGE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

TRADEMARK

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 07/12/2021

Total Attachments: 6

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Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Space Monkey, LLC
4931 North 300 West
Provo, UT 84604
Limited Liability Company: Citizenship – USA – DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 9, 2021 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as administrative agent (in such capacities, together with its successors in such capacity, the “Agent”), in favor of each of the grantor parties identified on the signature page hereto (individually, a “Grantor”, and, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 16, 2012, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of September 6, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 6, 2018 at Reel/Frame 6430/0322;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., as Administrative Agent

By: Ronaldo Naval

Name: Ronaldo Naval

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007352 FRAME: 0318


GRANTORS:

SMART HOME PROS, INC., as Grantor

By: 
Name: Dale R. Gerard

Title: Chief Financial Officer

SPACE MONKEY, LLC, as Grantor

By: 
Name: Dale R. Gerard

Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

Trademarks

Release of Trademark Security Agreement recorded September 6, 2018 at Reel/Frame 6430/0322

Registrations:

Owner	Serial No. /Reg. No.	Mark	App./Reg. Date
Smart Home Pros, Inc.	86/781154 / 5492575	SMART HOME PROS	25
			35
Space Monkey, LLC	87975089 / 5335568	FLO MUSIC	6/17/2016 11/14/2017
Space Monkey, LLC	86540723 / 4873177	DESIGN ONLY	2/20/2015 12/22/2015
Space Monkey, LLC	85929604 / 4581323	PROPS	5/13/2013 8/5/2014
Space Monkey, LLC	85528811 / 4347598	NUDGE	1/30/2012 6/4/20103

Applications:

Serial No. /Reg. No.	Owner	Mark	Filing Date/Reg. Date	Classes
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