

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659387

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:	Vivint, Inc.		
Street Address:	4931 North 300 West		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87154370	THERE'S NO PLACE LIKE A SMART HOME	
Serial Number:	87775262	SMART HOME ASSISTANT	
Serial Number:	87166908	VIVINT SMART HOME ASSISTANT	
Serial Number:	87261114	VIVINT FLEX	
Serial Number:	87278504	LIVE MORE MANAGE LESS	
Serial Number:	87512468	STREETY	
Serial Number:	87649424	YOUR HOME ON YOUR PHONE	
Serial Number:	85063636	APX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	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		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$215.00 87154370

DATE SIGNED:	07/12/2021
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Total Attachments: 5

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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 the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 16, 2012, by and among the Agent, the Grantor 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 Grantor executed and delivered a Trademark Security Agreement Supplement, dated as of September 6, 2018 (the “Trademark Security Agreement Supplement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement Supplement was recorded with the United States Patent and Trademark Office on September 6, 2018 at Reel/Frame 6432/0523;

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 Supplement, 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 Supplement. 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 Supplement, 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 Supplement.
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

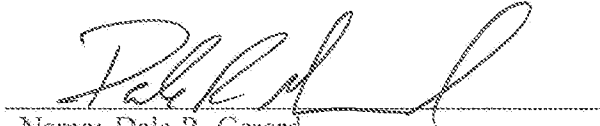
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

GRANTOR:

VIVINT, INC., as Grantor

By:

A handwritten signature in cursive script, appearing to read "Dale R. Gerard", is written over a horizontal line.

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
6432/0523**

Registrations:

Owner	Serial No. /Reg. No.	Mark	App./Reg. Date
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Applications:

Serial No. /Reg. No.	Owner	Mark	Filing Date/Reg. Date	Classes
87154370 (Pending ITU)	Vivint, Inc.	THERE'S NO PLACE LIKE A SMART HOME	8/29/2016	9 35 37 42 45
87775262	Vivint, Inc.	SMART HOME ASSISTANT	1/29/2018	9 42
87166908 (Pending ITU)	Vivint, Inc.	VIVINT SMART HOME ASSISTANT	9/9/2016	9 42
87261114 (Pending ITU)	Vivint, Inc.	VIVINT FLEX	12/7/2016	36
87278504 (Pending ITU)	Vivint, Inc.	LIVE MORE MANAGE LESS	12/22/2016	9 35 37 42 45
87512468	Vivint, Inc.	STREETY	6/30/2017	9 42
87649424 (Pending ITU)	Vivint, Inc.	YOUR HOME ON YOUR PHONE	10/17/2017	9
85/063,636 (Pending ITU)	Vivint, Inc.	APX	6/15/2010	