

TRADEMARK ASSIGNMENT COVER SHEET

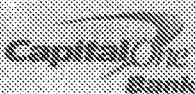
Electronic Version v1.1
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ETAS ID: TM707341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One, National Association (as successor in interest to CapitalSource Bank and Pacific Western Bank)		12/08/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fire Protection Service Corporation		
Street Address:	4155 Harrison Blvd.		
City:	Ogden		
State/Country:	UTAH		
Postal Code:	84403		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4244401	MOUNTAIN ALARM	
Registration Number:	4835258	LINK INTERACTIVE	
Registration Number:	4283575	LINK HOME SECURITY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	066436-0006		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	02/09/2022		
Total Attachments: 6			

CH \$90.00 4244401

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Capital One, N.A. 301.509.7113
2 Bethesda Metro
Center
7th Floor
Bethesda, MD 20814

December 8, 2021

Fire Protection Service Corporation
d/b/a Mountain Alarm
4155 Harrison Boulevard
Ogden, UT 84403
Attention: Eric Garner, President & CEO

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to (i) certain Fourth Amended and Restated Loan Agreement executed and entered into as of March 23, 2020, by and among Fire Protection Service Corporation (d/b/a Mountain Alarm), a Utah corporation (the "Borrower"), Fire Protection Holding Corporation, a Utah corporation ("Parent"), the lenders from time to time party thereto (the "Lenders") and Capital One, National Association, a national banking association ("Capital One"), as agent for the Lenders (in such capacity, "Agent") (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement") and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, interest rate hedges, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Loan Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower expects to repay in full all of the Obligations of the Borrower and the other Credit Parties to Agent and the Lenders under or in respect of the Credit Agreement (other than contingent indemnity obligations for which no claim has been asserted). All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt on December 8, 2021, before 2:00 p.m. New York time on such date of (i) a federal funds wire transfer in the amount of \$ [REDACTED] (the "Payoff Amount", as more particularly set forth on Exhibit A, in the event payment is not made by 2:00 p.m. New York time on December 8, 2021, the Payoff Amount shall be increased by an amount equal to \$ [REDACTED] (representing per diem interest) for each day the Payoff Amount remains unpaid (including December 7, 2021, if such payment is not made by 2:00 p.m. New York time on such date)), which amount represents the Obligations outstanding under or in respect of the Loan Documents (including, without limitation, all Obligations in respect of any interest rate hedges) and (ii) a fully executed counterpart of this letter agreement (this "Agreement") signed by the Borrower and each

counterpart of this letter agreement (this "Agreement") signed by the Borrower and each other Credit Party (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"). Agent agrees to deliver to the Borrower the original stock certificates (if any), and any other instruments in Agent's possession and mortgage satisfactions, releases of Liens, discharges, terminations and other release documentation executed by it releasing Agent's Liens and security interests in all of the assets and property of the Borrower and the other Credit Parties and any other property from any Liens, pledges assignments or security interests in favor of Agent under any of the Loan Documents (the "Property").

Upon the Payoff Effective Time, Agent in its own capacity and on behalf of the Lenders agrees and acknowledges that (i) the commitment of the Lenders to make Loans under the Loan Documents and all related instruments, agreements and other documents is automatically and irrevocably terminated and all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower or the other Credit Parties under or relating to the Loan Documents (other than contingent indemnity obligations for which no claim has been asserted that expressly survive termination of the Credit Agreement and Payment in Full) shall be and shall be deemed paid and satisfied in full and automatically and irrevocably discharged, terminated and released, all without any further action being required to effectuate the foregoing, (ii) all security interests and other Liens granted to or held by Agent in or on any Property as security for such indebtedness shall be and shall be deemed forever and irrevocably and automatically satisfied, released and discharged with no further action by the Credit Parties, Agent or any other person or entity, (iii) the Loan Documents shall automatically and irrevocably terminate and be of no further force or effect other than those provisions therein that specifically survive termination and (iv) the Borrower, and the other Credit Parties (or any of their respective designees or counsel) shall be automatically authorized to prepare and file UCC termination statements, intellectual property releases, deposit account control agreement letters and other instruments, releases and documents evidencing the release and termination of Agent's security interests and other Liens in or on the Property. Further, Agent agrees to take all reasonable additional steps requested by the Credit Parties as may be necessary to promptly effect and evidence the release and discharge of its security interests in the Property. The Borrower agrees to pay Agent for all reasonable out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any Property of the Borrower or the other Credit Parties as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitment of the Lenders to make Loans under the Loan Documents is automatically and irrevocably terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, the Lenders shall have no further obligation to make Loans to the Borrower or to renew, extend or amend any existing Letters of Credit. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrower and the other Credit Parties to Agent and the Lenders under or in

respect of the Loan Documents insofar as such obligations and liabilities expressly survive termination of the Loan Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to:

Capital One, National Association
1680 Capital One Dr. McLean, VA 22102
ABA No. [REDACTED]
Account Name: Agency Clearing
Account Number: [REDACTED]
Reference: Mountain Alarm
For Further Credit To: FIRE PROTECTION SERVICE CORPORATION
Facility #: 4000366217

If Agent has not received the Payoff Amount by 2 p.m. (New York time) on December 13, 2021, this Agreement shall be of no further force and effect.

If at any time on or after the Payoff Effective Time, all or any portion of the Payoff Amount paid to Agent or any Lender is voided or rescinded or must otherwise be returned by Agent or any Lender upon Borrower's or any other Credit Parties' insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made, the obligation to pay such amount so voided, rescinded or returned shall be reinstated.

In addition, the Borrower and the other Credit Parties agree that, upon the Payoff Effective Time, such Credit Parties release Agent and each Lender and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents, attorneys and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which such Credit Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, in each case which are based upon, arise under or are related to the Loan Documents, in each case excluding this payoff letter and the obligations of the Agent and each Lender hereunder (the "Released Matters"). The Borrower acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. The Borrower acknowledges that the release contained herein constitutes a material inducement to Agent to enter into this letter agreement and that Agent would not have done so but for Agent's expectation that such release is valid and enforceable in all events.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the

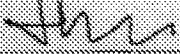
prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement and may be executed electronically or by pdf, it being agreed that electronic counterparts shall constitute originals for all purposes hereunder. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

If you need additional information, please do not hesitate to contact us.

Very truly yours,


CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent for the Lenders

By: 
Name: John Robuck
Its: Authorized Signatory

ACCEPTED and AGREED:

BORROWER:

FIRE PROTECTION SERVICE CORPORATION

By: 
Name: Eric Garner
Title: President

PARENT:

FIRE PROTECTION HOLDING CORPORATION


By: 
Name: Eric Garner
Title: President

EXHIBIT A
PAYOFF AMOUNT¹

Unpaid principal balance:	\$ [REDACTED]
Interest due (as of 12/8/21):	\$ [REDACTED]
Legal fees:	\$ [REDACTED]
Unused fees (as of 12/8/21):	\$ [REDACTED]
Payoff Amount	\$ [REDACTED]

¹ Not including any per diem interest that may be payable pursuant to the Payoff Letter to which this Exhibit is attached.