

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPUTERSHARE TRUST COMPANY, N.A., AS SUCCESSOR TO WELLS FARGO BANK, NATIONAL ASSOCIATION		10/02/2023	National Banking Association: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ADT LLC (F/K/A ALARM SECURITY GROUP LLC)		
Street Address:	1501 Yamato Road		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4018102	ASG SECURITY	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2133086 1		
NAME OF SUBMITTER:	Devon Forester		
SIGNATURE:	/Devon Forester/		
DATE SIGNED:	10/02/2023		
Total Attachments: 4			
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**NOTICE OF PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of October 2, 2023, is made by COMPUTERSHARE TRUST COMPANY, N.A., as successor to Wells Fargo Bank, National Association, in its capacity as collateral agent (referred to herein as the “Agent”), in favor of THE ADT SECURITY CORPORATION, a Delaware corporation (“ADTSC”) and ADT, LLC, a Delaware limited liability company (as successor to Alarm Security Group, LLC) (“ADT” and, together with ADTSC, the “Pledgors”), pursuant to that certain 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, Prime Finance Inc., the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, (i) ADTSC executed and delivered the Notice of Grant of Security Interest (Second Lien) in Intellectual Property, dated as of January 28, 2020, in favor of the Agent (the “ADTSC Trademark Security Agreement”) and (ii) Alarm Security LLC, predecessor to ADT, executed and delivered the Notice of Grant of Security Interest (Second Lien) in Intellectual Property, dated as of January 28, 2020, in favor of the Agent (the “ADT Trademark Security Agreement” and, together with the ADTSC Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, the Pledgors pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to certain collateral, including but not limited to the trademarks set forth on Schedule A attached hereto (the “Released Trademarks”);

WHEREAS, (i) the ADTSC Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on January 28, 2020, at Reel/Frame No. 006849/0021, and (ii) the ADT Trademark Security Agreement was recorded with the USPTO on January 28, 2020, at Reel/Frame No. 006849/0046; and

WHEREAS, in reliance on the representations and warranties of Prime Security Services Borrower, LLC and Prime Finance Inc. concerning the transactions referenced in that certain Officer’s Certificate, dated as of the date hereof (the “Officer’s Certificate”), the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Pledgors, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement and the Trademark Security Agreements, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

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SECTION 2. Release of Security Interest. The Agent, in reliance on the Officer's Certificate, and without representation or warranty of any kind, does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of each Pledgor's right, title and interest in, to and under the Released Trademarks arising under the Collateral Agreement and the applicable Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademarks under the applicable 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 Pledgors.

SECTION 3. Limitation. This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Collateral Agreement or each of the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Collateral Agreement and each of the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

SECTION 4. Further Assurances. The Agent agrees to take all further actions, and provide to each Pledgors 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 such Pledgor, at such Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

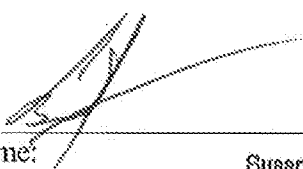
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

COMPUTERSHARE TRUST COMPANY, N.A.,
as Agent

By: 
Name: _____ Susan E. Wright
Title: Assistant Vice President

[Signature Page -- Notice of Release of Security Interest in Trademarks (Second Lien Notes)]

SCHEDULE A

Trademarks

* **Trademark security agreement** at Reel 006849/ Frame 0021

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	The ADT Security Corporation	HawkWatch	87381258	03/22/2017	5333881	11/14/2017

* **Trademark security agreement** at Reel 006849/ Frame 0046

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	ADT, LLC	ASG Security	85069488	06/23/2010	4018102	08/30/2011

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