

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/02/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	ADT, LLC		
Street Address:	1501 Yamato Road		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	The ADT Security Corporation		
Street Address:	1501 Yamato Road		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5333881	HAWKWATCH	
Registration Number:	4434188	INSPECTIONOPS	
Registration Number:	4018102	ASG SECURITY	
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		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$90.00 5333881

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/02/2023
Total Attachments: 5 source=ADT - Notice of Partial Release of Security Interest in Trademarks (executed)#page1.tif source=ADT - Notice of Partial Release of Security Interest in Trademarks (executed)#page2.tif source=ADT - Notice of Partial Release of Security Interest in Trademarks (executed)#page3.tif source=ADT - Notice of Partial Release of Security Interest in Trademarks (executed)#page4.tif source=ADT - Notice of Partial Release of Security Interest in Trademarks (executed)#page5.tif	

**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 BARCLAYS BANK PLC, in its capacity as collateral agent (referred to herein as the “Agent”), in favor of THE ADT SECURITY CORPORATION, a Delaware corporation and ADT, LLC, a Delaware limited liability company (each a “Pledgor”, and together the “Pledgors”), pursuant to that certain Collateral Agreement (First Lien), dated as of July 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, a Pledgor or the Pledgors executed and delivered (i) the Grant of Security Interest in Trademarks, dated as of July 1, 2015, in favor of Credit Suisse AG, Cayman Islands Branch (the “Prior Agent”) (subsequently assigned to the Agent pursuant to that certain Notice of Succession of Agency dated as of March 31, 2016 (the “Notice of Succession”), between the Prior Agent and the Agent; the “2015 Trademark Security Agreement”), (ii) the Notice of Grant of Security Interest in Trademarks, dated as of January 7, 2019, in favor of the Agent (the “2019 Trademark Security Agreement”), (iii) the Notice of Grant of Security Interest in Trademarks, dated as of June 5, 2020, in favor of the Agent (the “2020 Trademark Security Agreement”) and (iv) the Notice of Grant of Security Interest in Trademarks, dated as of April 26, 2023, in favor of the Agent (the “2023 Trademark Security Agreement” and, together with the 2015 Trademark Security Agreement, the 2019 Trademark Security Agreement and the 2020 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 2015 Trademark Security was recorded with the USPTO on July 10, 2015 at Reel/Frame No. 5578/0314 (and the Notice of Succession was recorded with the United States Patent and Trademark Office (the “USPTO”) on April 1, 2016, at Reel/Frame No. 5763/0567), (ii) the 2019 Trademark Security Agreement was recorded with the USPTO on January 8, 2019, at Reel/Frame No. 6519/0222, (iii) the 2020 Trademark Security Agreement was recorded with the USPTO on June 12, 2020 at Reel/Frame No. 6969/0456 and (iv) the 2023 Trademark Security Agreement was recorded with the USPTO on April 28, 2023 at Reel/Frame No. 8055/0342; and

WHEREAS, in reliance on the representations and warranties of Prime Security Services Borrower, LLC, a Delaware limited liability company, 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).

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.

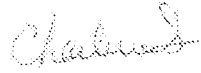
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

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.

BARCLAYS BANK PLC,
as Agent



By: _____

Name: Charlene Saldanha

Title: Vice President

SCHEDULE A

Trademarks

* **Barclays Bank PLC trademark security agreement** at Reel 6519 / Frame 0222 [1st Lien]

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

* **Barclays Bank PLC trademark security agreement** at Reel 6969/ Frame 0456 [1st Lien]

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	The ADT Security Corporation	INSPECTIONOPS	85936671	05/20/2013	4434188	11/12/2013

* **Notice of Succession from CS to Barclays at Reel 5763 / Frame 0567; CS security agreement at Reel 5578/ Frame 0314 [1st Lien]** and

* **Barclays Bank PLC trademark security agreement** at Reel 8055/ Frame 0342 [1st Lien]

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