

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIVEWATCH SECURITY, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	CAPITAL ONE, N.A.
Street Address:	4445 Willard Avenue
Internal Address:	6th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	3397660	LIVEWATCH
Registration Number:	3922990	LIVEWATCH
Registration Number:	2947974	SAFEMART
Registration Number:	3922989	SAFEMART
Registration Number:	3996382	SAFEMART
Registration Number:	4117319	PLUG & PROTECT
Registration Number:	4117320	PLUG & PROTECT
Registration Number:	3886486	ABLE
Registration Number:	3914464	ABLE
Registration Number:	2691021	OCUSAFE

CORRESPONDENCE DATA	
Fax Number:	3102318311

OP \$265.00 3397660

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (310) 312-3750
Email: skb@msk.com
Correspondent Name: Steve Bevins/Mitchell Silberberg & Knupp
Address Line 1: 11377 West Olympic Boulevard
Address Line 4: Los Angeles, CALIFORNIA 90064-1683

ATTORNEY DOCKET NUMBER:	45104-2
NAME OF SUBMITTER:	Evan M. Kent, California bar member
Signature:	/EMK012362/
Date:	01/15/2013

Total Attachments: 5

source=LiveWatchsecurityagmt#page1.tif
source=LiveWatchsecurityagmt#page2.tif
source=LiveWatchsecurityagmt#page3.tif
source=LiveWatchsecurityagmt#page4.tif
source=LiveWatchsecurityagmt#page5.tif

MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

LIVEMATCH SECURITY, LLC a Delaware limited liability company, whose address is 522 West Bertrand Avenue, St. Marys, KS 66536 ("*LiveWatch*"), does hereby grant to CAPITAL ONE, N.A., in its capacity as Lender under the "Credit Agreement" (as defined below), whose address is 4445 Willard Avenue, 6th Floor, Chevy Chase, MD 20815 ("*Lender*"), pursuant to a Credit Agreement dated as of December 21, 2012, by and among LiveWatch, other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, and Lender (as hereinafter amended, modified, supplemented and/or restated the "*Credit Agreement*"), a security interest in all of LiveWatch's right, title and interest in and to all trademarks and the related goodwill, whether now owned or hereafter created or acquired, and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the applications for trademark registration, if any, which are identified on Schedule A attached hereto and herein incorporated by this reference, together with any and all trademark registrations issued with respect thereto (collectively, the "*Trademarks*"), and (iii) all actions for past, present or future infringement concerning the foregoing.

LiveWatch agrees that, if any individual, corporation, limited liability company, partnership or other entity (such a "*Person*") shall do or perform any acts which Lender believes to constitute an infringement of any Trademark, or violate or infringe any rights of LiveWatch in any Trademark, then and in any such event, upon, and during the continuance of, a "Default" or an "Event of Default" (as defined in the Credit Agreement) Lender may and shall have the right to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Lender may take such steps or institute such suits or proceedings in its own name or in the name of LiveWatch or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Credit Agreement and in certain other "Loan Documents" (as defined in the Credit Agreement). The security interest granted hereby secures the complete payment and performance when due of the "Obligations" (as defined in the Credit Agreement). Nothing contained in this Memorandum of Security Interest in Trademarks (the "Memorandum") shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Lender may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, a "Default" or an "Event of Default," only, Lender may exercise all rights and remedies described in the Loan Documents and LiveWatch hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as LiveWatch's true and lawful attorney-in-fact, with power (upon Lender's notice to LiveWatch of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks as permitted herein. To the extent permitted under applicable law, LiveWatch hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

Lender shall have, in addition to all other rights and remedies given it by the terms of this Memorandum and the other Loan Documents, all rights and remedies allowed by "Applicable Law" (as defined in the Credit Agreement). Notwithstanding the foregoing, all rights or remedies granted Lender hereunder shall terminate automatically and without notice on the date upon which the Obligations shall have been fully performed and indefeasibly and irrevocably paid in full in cash and the Loan Documents shall have been terminated; and Lender will execute and deliver to LiveWatch any releases, termination statements or similar instruments of reconveyance as LiveWatch may reasonably request. All such instruments and documents shall be prepared by LiveWatch and filed or recorded by LiveWatch, at its sole expense, and Lender shall not have any duty, obligation or liability with respect thereto.

For the avoidance of doubt, Lender shall not exercise the rights granted in hereunder, if any Default or Event of Default shall have been cured or waived by Lender.

This Memorandum shall inure to the benefit of Lender, its successors and permitted assigns, and shall be binding upon Borrowers, any of their successors, successors in title and permitted assigns. Lender has the right to assign this Memorandum in whole or in part, one or multiple times, to one or more third parties without the consent of LiveWatch only in connection with the sale, transfer or assignment of the Obligations in accordance with the Credit Agreement or to any purchaser of all or any portion of the Collateral following the occurrence of an Event of Default, whether by public or private sale or otherwise. Promptly upon such assignment Lender shall give LiveWatch notice thereof. LiveWatch has no right to assign this Assignment.

This document, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

[Remainder of page intentionally left blank; signature page follows]

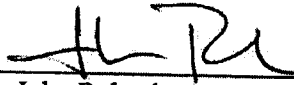
IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the ~~21st~~ day of December, 2012.

"Lender"

"LiveWatch"

CAPITAL ONE, N.A.

LIVEWATCH SECURITY, LLC
a Delaware limited liability company

By: 
John Robuck
Its: Senior Director

By: _____
R. Brad Morehead
Its: Chief Executive Officer

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 20th day of December, 2012.


"Lender"

"LiveWatch"

CAPITAL ONE, N.A.

LIVEWATCH SECURITY, LLC
a Delaware limited liability company

By: _____

By:  _____

Its: _____

R. Brad Morehead
Its: Chief Executive Officer

SCHEDULE A

Item	Type	Registration Date	Registration #
LiveWatch and Design (Class 9)	Trademark Registration	3/18/2008	3,397,660
LiveWatch (Class 42)	Trademark Registration	2/22/2011	3,922,990
SafeMart (Class 9)	Trademark Registration	5/10/2005	2,947,974
SafeMart (Class 35)	Trademark Registration	2/22/2011	3,922,989
SafeMart (Class 37)	Trademark Registration	7/19/2011	3,996,382
Plug & Protect (Class 37)	Trademark Registration	3/27/2012	4,117,319
Plug & Protect (Class 42)	Trademark Registration	3/27/2012	4,117,320
Able (Class 37)	Trademark Registration	12/7/2010	3,886,486
Able (Class 45)	Trademark Registration	2/1/2011	3,914,464
Ocusafe (Class 9)	Trademark Registration	2/25/2003	2,691,021