

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alarm Protection, LLC		03/21/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86176603	PROTECTED BY AP ALARMPROTECTIONUSA.COM 8	
Serial Number:	86176634	AP	
CORRESPONDENCE DATA			
Fax Number:	3102318311		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	39471-00010		
NAME OF SUBMITTER:	Evan M. Kent		
SIGNATURE:	/EMK012362/		
DATE SIGNED:	04/16/2014		
Total Attachments: 6			
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Memorandum of Security Interest in Trademarks

Alarm Protection, LLC, a Utah limited liability company, whose address is 350 West 800 North, 3rd Floor, Salt Lake City, Utah 84103 ("AL"), does hereby grant to Bank of America, N.A., as agent for the Lenders under the "Credit Agreement" (as defined below), whose address is 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603 ("Agent"), pursuant to a Credit Agreement dated as of March 21, 2014, by and among AL, the other "Borrowers" party thereto, the Lenders named therein, and the Agent (as hereinafter amended and/or restated the "Credit Agreement"), a security interest in all of AL'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 the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference thereto (collectively, the "Trademarks"), and (ii) all actions for past, present or future infringement concerning the foregoing.

AL agrees that if any individual, corporation, limited liability company, partnership or other entity (such a "Person") shall do or perform any acts which Agent believes to constitute an infringement of any Trademark, or violate or infringe any rights of AL in any Trademark, then and in any such event, upon, and during the continuance of, an "Event of Default" (as defined in the Credit Agreement) Agent may and shall have the right to take such steps and institute such suits or proceedings as Agent 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. Agent may take such steps or institute such suits or proceedings in its own name or in the name of AL 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 Borrowers' performance of their obligations identified in the Credit Agreement and the other Loan Documents. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Agent may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an Event of Default, Agent may exercise all rights and remedies described in the Loan Documents, and AL hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as AL's true and lawful attorney-in-fact, with power (upon Agent's notice to AL 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 to anyone. To the extent permitted under applicable Law (as defined in the Credit Agreement), AL hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Agent shall have, in addition to all other rights and remedies given it by the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by Law.

This Document, the other Loan Documents and the other documents relating to the Trademarks represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Loan Documents, any other documents relating to the Trademarks, or the transactions contemplated herein and therein.

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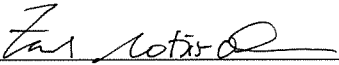
IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 21st day of March, 2014.

“Agent:”

“Borrower:”

BANK OF AMERICA, N.A.

ALARM PROTECTION, LLC,

By: 
Zach Nobis-Olson, Vice President

By: _____
Adam D. Schanz, Manager

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 21st day of March, 2014.

“Agent:”

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BANK OF AMERICA, N.A.

ALARM PROTECTION, LLC,

By: _____
Zach Nobis-Olson, Vice President

By: 
Adam D. Schanz, Manager

SCHEDULE A

Trademark Name	Application No.	Application Date
AP (stylized)	86/176,603	January 27, 2014
AP (block letters)	86/176,634	January 27, 2014

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Salt Lake

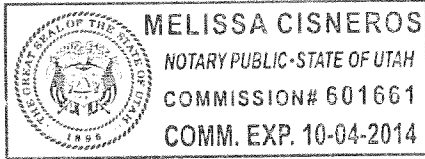
On MARCH 20, 2014 before me, MELISSA CISNEROS, Notary Public

personally appeared Adam Schenck

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Melissa Cisneros
Signature of Notary Public

FOR COUNTY RECORDER ONLY

Name of Notary: _____
County of Principal Place of Business: _____
Telephone No.: _____
Notary's Registration No.: _____
Commission Expiration Date: _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Security Interest in Trademarks

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name _____
 Individual Individual
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Attorney in Fact Attorney in Fact
 Trustee Trustee
 Guardian or Conservator Guardian or Conservator
 Other Other

Signers is Representing

Signer is Representing

