PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3006680

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ALARM.COM INCORPORATED	08/29/2014
ENERGYHUB, INC.	08/29/2014

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	2400 HANOVER STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304

PROPERTY NUMBERS Total: 61

Property Type	Number
Patent Number:	7619512
Patent Number:	7920841
Patent Number:	7920842
Patent Number:	7920843
Patent Number:	8022807
Patent Number:	8140048
Patent Number:	8214494
Patent Number:	8350694
Patent Number:	8350697
Patent Number:	8395494
Patent Number:	8456293
Patent Number:	8467763
Patent Number:	8493202
Patent Number:	8520072
Patent Number:	8525665
Patent Number:	8531294
Patent Number:	8659417
Patent Number:	6400265
Patent Number:	6661340
Patent Number:	6965313
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PATENT

502960082 REEL: 033681 FRAME: 0164

Property Type	Number
Patent Number:	7113090
Patent Number:	8255090
Application Number:	61846727
Application Number:	61921261
Application Number:	61859830
Application Number:	61859840
Application Number:	61859824
Application Number:	61790652
Application Number:	61790493
Application Number:	61939053
Application Number:	61921289
Application Number:	61899907
Application Number:	13539767
Application Number:	14021484
Application Number:	12897359
Application Number:	13970266
Application Number:	13608148
Application Number:	13284323
Application Number:	13412433
Application Number:	13914966
Application Number:	13828330
Application Number:	13828596
Application Number:	13439703
Application Number:	13439690
Application Number:	13828847
Application Number:	13529629
Application Number:	13749099
Application Number:	13735193
Application Number:	13792967
Application Number:	13947207
Application Number:	13735198
Application Number:	14186670
Application Number:	13842258
Application Number:	12893162
Application Number:	13233261
Application Number:	12946011
Application Number:	12946028
Application Number:	13486430
Application Number:	13557144

Property Type	Number
Application Number:	13708100
Application Number:	61915896

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com
Correspondent Name: DARLENA BARI STARK

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F151486
NAME OF SUBMITTER:	MONICA COURTADE
SIGNATURE:	/MONICA COURTADE/
DATE SIGNED:	09/03/2014

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2014, is entered into by and between ALARM.COM INCORPORATED, a Delaware corporation, and ENERGYHUB, INC., a Delaware corporation (each and together, jointly and severally, the "Grantor"), and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among the Grantor, Alarm.com Holdings, Inc., the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

- (a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "*Patents*" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.
- (b) <u>Schedule A</u> hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Patents existing as of the date hereof.
- (c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. <u>Applicable Law</u>

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. <u>Counterparts</u>

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,

as Administrative Agent

Name:

Title:

Address of Assignee:

Silicon Valley Bank 2400 Hanover Street Palo Alto, CA 94304

GRANTOR:
ALARM.COM INCORPORATED
By:
Name: Jennifer Moyer
Title: Chief Financial Officer
Address:
8150 Leesburg Pike, Suite 1400 Vienna, Virginia 22182
ENERGYHUB, INC.
Ву:
Name: Seth Frader-Thompson
Title: President
Address:
232 Third Street Brooklyn, New York 11215

Signature Page to Patent Security Agreement

GRANTOR:
ALARM.COM INCORPORATED
Ву:
Name: Jennifer Moyer
Title: Chief Financial Officer
Address:
8150 Leesburg Pike, Suite 1400 Vienna, Virginia 22182
ENERGYHUB, INC. By: Sah Latty
Name: Seth Frader-Thompson
Title: President
Address:
232 Third Street

Brooklyn, New York 11215

SCHEDULE A TO PATENT SECURITY AGREEMENT

Pending Patent Applications

Grantor	Jursidcition	Serial #	Filed Date
Alarm.com Incorporated	United States	61/846,727	7/16/2013
Alarm.com Incorporated	United States	61/921,261	12/27/2013
Alarm.com Incorporated	United States	61/859,830	7/30/2013
Alarm.com Incorporated	United States	61/859,840	7/30/2013
Alarm.com Incorporated	United States	61/859,824	7/30/2013
Alarm.com Incorporated	United States	61/790,652	3/15/2013
Alarm.com Incorporated	United States	61/790,493	3/15/2013
Alarm.com Incorporated	United States	61/939,053	2/12/2014
Alarm.com Incorporated	United States	61/921,289	12/27/2013
Alarm.com Incorporated	United States	61/899,907	11/5/2013
Alarm.com Incorporated	United States	13/539,767	7/2/2012
Alarm.com Incorporated	United States	14/021,484	9/9/2013
Alarm.com Incorporated	Canada	2762101	5/18/2010
Alarm.com Incorporated	United States	12/897,359	10/4/2010
Alarm.com Incorporated	United States	13/970,266	8/19/2013
Alarm.com Incorporated	United States	13/608,148	9/10/2012
Alarm.com Incorporated	United States	13/284,323	10/28/2011
Alarm.com Incorporated	United States	13/412,433	3/5/2012
Alarm.com Incorporated	United States	13/914,966	6/11/2013
Alarm.com Incorporated	United States	13/828,330	3/14/2013
Alarm.com Incorporated	United States	13/828,596	3/14/2013
Alarm.com Incorporated	Canada	2773575	4/4/2012
Alarm.com Incorporated	United States	13/439,703	4/4/2012
Alarm.com Incorporated	Canada	2773507	4/4/2012
Alarm.com Incorporated	United States	13/439,690	4/4/2012
Alarm.com Incorporated	United States	13/828,847	3/14/2013
Alarm.com Incorporated	United States	13/529,629	6/21/2012
Alarm.com Incorporated	United States	13/749,099	1/24/2013
Alarm.com Incorporated	United States	13/735,193	1/7/2013
Alarm.com Incorporated	United States	13/792,967	3/11/2013
Alarm.com Incorporated	United States	13/947,207	7/22/2013
Alarm.com Incorporated	Canada	2762163	5/18/2010
Alarm.com Incorporated	United States	13/735,198	1/7/2013
Alarm.com Incorporated	United States	14/186,670	2/21/2014
Alarm.com Incorporated	United States	13/842,258	3/15/2013
Alarm.com Incorporated	Canada	2776283	10/4/2010

Alarm.com Incorporated	United States	12/893,162	9/29/2010
Alarm.com Incorporated	United States	13/233,261	9/15/2011
EnergyHub, Inc.	United States	12/946,011	3/10/2011
EnergyHub, Inc.	United States	12/946,028	3/17/2011
EnergyHub, Inc.	United States	13/486,430	12/6/2012
EnergyHub, Inc.	United States	13/557,144	12/13/2012
EnergyHub, Inc.	United States	13/708,100	7/18/2013
EnergyHub, Inc.	United States	61/915,896	
EnergyHub, Inc.	Canada	CA 2713702	1/29/2009
EnergyHub, Inc.	Canada	CA 2749628	8/18/2011
EnergyHub, Inc.	Canada	CA 2749659	8/19/2011

Issued Patents

Grantor	Jurisdiction	Patent #	Issue Date
Alarm.com Incorporated	United States	7,619,512	11/17/2009
Alarm.com Incorporated	United States	7,920,841	4/5/2011
Alarm.com Incorporated	United States	7,920,842	4/5/2011
Alarm.com Incorporated	United States	7,920,843	4/5/2011
Alarm.com Incorporated	United States	8,022,807	9/20/2011
Alarm.com Incorporated	United States	8,140,048	3/20/2012
Alarm.com Incorporated	United States	8,214,494	7/3/2012
Alarm.com Incorporated	United States	8,350,694	1/8/2013
Alarm.com Incorporated	United States	8,350,697	1/8/2013
Alarm.com Incorporated	United States	8,395,494	3/12/2013
Alarm.com Incorporated	United States	8,456,293	6/4/2013
Alarm.com Incorporated	United States	8,467,763	6/18/2013
Alarm.com Incorporated	United States	8,493,202	7/23/2013
Alarm.com Incorporated	United States	8,520,072	8/27/2013
Alarm.com Incorporated	United States	8,525,665	9/3/2013
Alarm.com Incorporated	United States	8,531,294	9/10/2013
Alarm.com Incorporated	United States	8,659, 417	2/25/2014
Alarm.com Incorporated	United States	6,400,265	6/4/2002
Alarm.com Incorporated	United States	6,661,340	12/9/2003
Alarm.com Incorporated	United States	6,965,313	11/15/2005
Alarm.com Incorporated	United States	7,113,090	9/26/2006
EnergyHub, Inc.	United States	8,255,090	8/28/2012

RECORDED: 09/03/2014