

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3295491

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | VIVINT, INC. | 11/16/2012 |
| RECEIVING PARTY DATA | | |
| Name: | WILMINGTON TRUST, NATIONAL ASSOCIATION | |
| Street Address: | 1100 NORTH MARKET STREET | |
| City: | WILMINGTON | |
| State/Country: | DELAWARE | |
| Postal Code: | 19890 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 13026468 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (212)455-2502 | |
| <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: | (212) 455-3605 | |
| Email: | ksolomon@stblaw.com | |
| Correspondent Name: | GENEVIEVE DORMENT, ESQ. | |
| Address Line 1: | SIMPSON THACHER & BARTLETT LLP | |
| Address Line 2: | 425 LEXINGTON AVENUE | |
| Address Line 4: | NEW YORK, NEW YORK 10017 | |
| ATTORNEY DOCKET NUMBER: | 001366/0010 | |
| NAME OF SUBMITTER: | GENEVIEVE DORMENT | |
| SIGNATURE: | /gd/ | |
| DATE SIGNED: | 04/02/2015 | |
| Total Attachments: 5 | | |
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of November 16, 2012, by VIVINT, INC. (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 16, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Patents of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

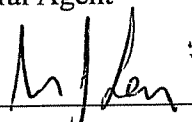
VIVINT, INC.

By: Patrick Kelliher
Name: Patrick Kelliher
Title: Vice President of Finance and Corporate
Controller

[Patent Security Agreement]

PATENT
REEL: 035324 FRAME: 0331

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By:  _____
Name: **Geoffrey J. Lewis**
Title: **Assistant Vice President**

[Patent Security Agreement]

PATENT
REEL: 035324 FRAME: 0332

Schedule I

UNITED STATES PATENTS

Applications:

| OWNER | APPLICATION NUMBER | DESCRIPTION |
|--------------|-------------------------------|-----------------------|
| Vivint, Inc. | 13/026,468 | SALES MANAGEMENT TOOL |