

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3863557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
ADT US HOLDINGS, INC.	05/02/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	150 EAST 42ND STREET
<b>Internal Address:</b>	40TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017

**PROPERTY NUMBERS Total: 28**

Property Type	Number
Patent Number:	9117349
Patent Number:	9224286
Patent Number:	D722297
Patent Number:	D718720
Patent Number:	D718721
Patent Number:	8976937
Patent Number:	8665084
Application Number:	14103107
Application Number:	14217019
Application Number:	14210877
Application Number:	14962599
Application Number:	14198094
Application Number:	14187977
Application Number:	14188090
Application Number:	14213892
Application Number:	14341156
Application Number:	14517554
Application Number:	14562314
Application Number:	14848914

**PATENT**

Property Type	Number
Application Number:	14867510
Application Number:	14867704
Application Number:	14827715
Application Number:	62242586
Application Number:	62246298
Application Number:	62275065
Application Number:	14180648
Application Number:	29551947
Application Number:	15058854

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** dlaker@paulweiss.com, dewilliams@paulweiss.com

**Correspondent Name:** DANIELLE GOLDMAN LAKER

**Address Line 1:** 1285 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10019-6064

<b>NAME OF SUBMITTER:</b>	DANIELLE GOLDMAN LAKER
<b>SIGNATURE:</b>	/Danielle Goldman Laker/
<b>DATE SIGNED:</b>	05/09/2016

**Total Attachments: 6**

- source=2L Notes - Grant of Security Interest in Patents (ADT US Holdings, Inc.)#page1.tif
- source=2L Notes - Grant of Security Interest in Patents (ADT US Holdings, Inc.)#page2.tif
- source=2L Notes - Grant of Security Interest in Patents (ADT US Holdings, Inc.)#page3.tif
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- source=2L Notes - Grant of Security Interest in Patents (ADT US Holdings, Inc.)#page5.tif
- source=2L Notes - Grant of Security Interest in Patents (ADT US Holdings, Inc.)#page6.tif

AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT, THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IS SUBJECT TO THE PROVISIONS OF (I) THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT, (II) THE SECOND LIEN INTERCREDITOR AGREEMENT AND (III) ANY OTHER "INTERCREDITOR AGREEMENT" AS DEFINED THEREIN

**Notice of Grant of Security Interest (Second Lien) in Patents**

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN PATENTS, dated as of May 2, 2016 (this "Agreement"), made by ADT US HOLDINGS, INC., a Delaware corporation (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of May 2, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Prime Security Services Borrower, LLC (the "Issuer"), each subsidiary of the Issuer identified therein and Wells Fargo Bank, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Patents of the United States of America of such Pledgor, including those listed on Schedule I.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

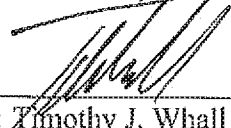
SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADT US HOLDINGS, INC

By: \_\_\_\_\_

  
Name: Timothy J. Whall  
Title: President

[Signature Page to Notice of Grant of Security Interest in Patents (Second Lien) -- ADT US Holdings, Inc.]

**PATENT**  
**REEL: 038511 FRAME: 0844**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION;  
as Collateral Agent

By: Stefan Victory  
Name: STEFAN VICTORY  
Title: VICE PRESIDENT

[Signature Page to Notice of Grant of Security Interest in Patents (Second Lien) – ADT US  
Holdings, Inc.]

**PATENT**  
**REEL: 038511 FRAME: 0845**

Schedule I  
to Notice of Grant of Security Interest in Patents

Patents Owned by ADT US Holdings, Inc.

*U.S. Patent Registrations*

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
SECURITY SYSTEM HAVING SEGREGATED OPERATING SOFTWARE	9117349	25-Aug-2015
SECURITY SYSTEM HEALTH MONITORING	9224286	29-Dec-2015
WALL MOUNT PANEL (aka BASE STATION)	D722297	10-Feb-2015
LOOK & FEEL ID (Pulse Form Factor Design Patent) CONTROL PANEL WITH STAND	D718720	02-Dec-2014
CONTROL PANEL	D718721	02-Dec-2014
METHOD AND APPARATUS FOR COMMUNICATION BETWEEN A SECURITY SYSTEM AND A MONITORING CENTER	8976937	10-Mar-2015
SECURITY SYSTEM & METHOD	8665084	04-Mar-2014

*U.S. Patent Applications*

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
SECURITY PANEL COMMUNICATION SYSTEM	14103107	11-Dec-2013
SECURITY SYSTEM ACCESS PROFILES	14217019	17-Mar-2014
SECURITY SYSTEM INSTALLATION	14210877	14-Mar-2014
SECURITY SYSTEM HEALTH MONITORING	14962599	08-Dec-2015
PANEL WITH MAGNETIC HINGE	14198094	05-Mar-2014
INTERFACE FOR MANAGING PERSONAL DATA	14187977	24-Feb-2014
SYSTEM FOR CONTROLLING USE OF PERSONAL DATA	14188090	24-Feb-2014
SECURITY SYSTEM USING VISUAL FLOOR PLAN	14213892	14-Mar-2014
CANCELLATION OF SECURITY SYSTEM ALARM	14/341156	25-Jul-2014

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
EVENT USING TEXT OR EMAIL		
PORTABLE SYSTEM FOR MANAGING EVENTS	14517554	17-Oct-2014
VOICE ACTIVATED APPLICATION FOR MOBILE DEVICES	14562314	05-Dec-2014
DEVICE INTERFACE FOR ALARM MONITORING SYSTEMS FIELD OF THE INVENTION	14848914	09-Sep-2015
METHOD OF PROVIDING A HUMAN-PERCEPTIBLE INDICATION OF ALARM MONITORING SYSTEM STATUS	14867510	28-Sep-2015
METHOD OF PERSISTENT AUTHENTICATION WITH DISABLEMENT UPON REMOVAL OF A WEARABLE DEVICE	14867704	28-Sep-2015
USING DEGREE OF CONFIDENCE TO PREVENT FALSE SECURITY SYSTEM ALARMS	14827715	17-Aug-2015
SECURITY SYSTEM THAT TRACKS EMPLOYEES ON SITE AND HOURS WORKED	62/242,586	16-Oct-2015
AUTOMATIC PERMITTING UPON ACTIVATION OF MONITORING ON DEMAND SECURITY SYSTEM FUNCTION	62246298	26-Oct-2015
SMART PREMISES HOME AUTOMATION AND SECURITY SYSTEM	62275065	05-Jan-2016
SECURITY SYSTEM & METHOD	14180648	14-Feb-2014
CONTROL PANEL WITH STAND	29551947	19-Jan-2016
SECURITY SYSTEM AND METHOD	15058854	02-Mar-2016