

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7311413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SIMPLISAFE, INC.	05/02/2022

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION
Street Address:	2 BETHESDA METRO CENTER
Internal Address:	SUITE 1000
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 37

Property Type	Number
Application Number:	17321600
Application Number:	17321612
Application Number:	16501140
Application Number:	29828988
Application Number:	29828985
Application Number:	17672779
Application Number:	17672761
Application Number:	63300229
Application Number:	63300230
Application Number:	63300231
Application Number:	63300232
Application Number:	63300233
Application Number:	63300234
Application Number:	29813802
Application Number:	29813807
Application Number:	29813810
Application Number:	17579637
Application Number:	17529332
Application Number:	29815698

PATENT

Property Type	Number
Application Number:	29807135
Application Number:	29807139
Application Number:	29807145
Application Number:	63239041
Application Number:	29771096
Application Number:	29771095
Application Number:	29771089
Application Number:	29771087
Application Number:	29786930
Application Number:	29785507
Application Number:	29785506
Application Number:	29785503
Application Number:	29785502
Application Number:	29783760
Application Number:	29783754
Application Number:	17320438
Application Number:	17320406
Application Number:	29783744

CORRESPONDENCE DATA

Fax Number: (704)503-2622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: KING & SPALDING LLP
Address Line 1: 300 S. TRYON ST., STE 1700
Address Line 2: ATTN: MOIRA SHEEHAN
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	17392.515267
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/Maira Sheehan/
DATE SIGNED:	05/03/2022

Total Attachments: 7

- source=SimpliSafe - Patent Security Agreement (Executed)#page1.tif
- source=SimpliSafe - Patent Security Agreement (Executed)#page2.tif
- source=SimpliSafe - Patent Security Agreement (Executed)#page3.tif
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (the "Patent Security Agreement"), dated as of May 2, 2022, among the Person listed on the signature pages hereof as Grantor (the "Grantor"), and CAPITAL ONE, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the SECURITY AGREEMENT, dated as of August 3, 2018 (the "Security Agreement"), among SENTINEL INTERMEDIATE CORP., a Delaware corporation ("Holdings"), SIMPLISAFE HOLDING CORPORATION, a Delaware corporation ("Holdco Borrower" or the "Company"), SIMPLISAFE, INC., a Delaware corporation (the "Opco Borrower" and together with the Holdco Borrower, the "Borrowers") and each of the subsidiaries of the Company listed on Annex A thereto (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings and the Borrowers, the "Grantors" and each individually, a "Grantor"), and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this Patent Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such United States Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such Grantor's right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by Grantor under this Patent Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located in the United States record this Patent Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

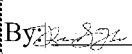
SECTION 7. Severability. Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Company at the Company's address set forth in Section 13.2 of the Credit Agreement.

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Patent Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Patent Security Agreement as of the day and year first above written.

SIMPLISAFE, INC., as Grantor

DocuSigned by:
By:  _____
Name: Brian Bloch
Title: Secretary

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Patent Security Agreement as of the day and year first above written.

SIMPLISAFE, INC., as Grantor

By: _____
Name:
Title:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent

By: *Saam Parsa*
Name: Saam Parsa
Title: Authorized Signatory

SCHEDULE A TO THE
PATENT SECURITY
AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Patent Title	Owner	App. No. / Date	Patent No. / Date
OPERATING WIRELESS DEVICES AND IMAGE DATA SYSTEMS	SimpliSafe, Inc.	17321600 05/17/2021	--
OPERATING WIRELESS DEVICES AND IMAGE DATA SYSTEMS	SimpliSafe, Inc.	17321612 05/17/2021	--
OPTICAL DEVICES AND MOUNTING FOR OPTICAL DEVICES	SimpliSafe, Inc.	16501140 05/18/2020	--
CAMERA UNIT	SimpliSafe, Inc.	29828988 3/2/22	--
CAMERA UNIT	SimpliSafe, Inc.	29828985 3/2/22	--
ILLUMINATED INDICATOR FOR DOORBELL	SimpliSafe, Inc.	17672779 2/16/22	--
DOORBELL MOUNTING AND ACTIVATION APPARATUS AND METHOD	SimpliSafe, Inc.	17672761 2/16/22	--
ALARM SYSTEM WITH FIRST RESPONDER CODE FOR BUILDING ACCESS	SimpliSafe, Inc.	17579637 1/20/22	--
MOTION DETECTION	SimpliSafe, Inc.	63300229 1/17/22	--
Detecting Motion Based on Peak Counting	SimpliSafe, Inc.	63300230 1/17/22	--
Reducing movement-associated false positives in motion detection	SimpliSafe, Inc.	63300231 1/17/22	--
Reducing light-associated false positives in motion detection	SimpliSafe, Inc.	63300232 1/17/22	--
ADJUSTING THE SENSITIVITY OF MOTION DETECTORS	SimpliSafe, Inc.	63300233 1/17/22	--
REMOTELY CONTROLLING MOTION DETECTORS	SimpliSafe, Inc.	63300234 1/17/22	--

Patent Title	Owner	App. No. / Date	Patent No. / Date
Infrared Sensor	SimpliSafe, Inc	29813802 1/17/21	--
Infrared Sensor	SimpliSafe, Inc	29813807 1/17/21	--
Infrared Sensor	SimpliSafe, Inc	29813810 1/17/21	--
ALARM SYSTEM WITH FIRST RESPONDER CODE FOR BUILDING ACCESS	SimpliSafe, Inc	17579637 1/20/22	--
SYSTEM AND METHOD FOR PROPERTY MONITORING	SimpliSafe, Inc	17529332 11/18/21	--
SECURITY SYSTEM ALARM	SimpliSafe, Inc	29815698 11/16/21	--
CAMERA UNIT	SimpliSafe, Inc	29807135 9/9/21	--
CAMERA UNIT	SimpliSafe, Inc	29807139 9/9/21	--
CAMERA UNIT	SimpliSafe, Inc	29807145 9/9/21	--
CAMERA OPERATING SYSTEM AND METHOD	SimpliSafe, Inc	63239041 8/31/21	--
DOORBELL	SimpliSafe, Inc	29771096 2/19/21	--
DOORBELL	SimpliSafe, Inc	29771095 2/19/21	--
DOORBELL	SimpliSafe, Inc	29771089 2/19/21	--
DOORBELL	SimpliSafe, Inc	29771087 2/19/21	--
ELECTRICAL CONNECTOR	SimpliSafe, Inc	29786930 6/3/21	--
MOUNT FOR CAMERA OR LIGHT	SimpliSafe, Inc	29785507 5/26/21	--

Patent Title	Owner	App. No. / Date	Patent No. / Date
SURFACE MOUNT FOR LIGHT RECEIVING OR EMITTING DEVICE	SimpliSafe, Inc	29785506 5/26/21	--
SOLAR PANEL	SimpliSafe, Inc	29785503 5/26/21	--
CONNECTOR FOR SOLAR PANEL	SimpliSafe, Inc	29785502 5/26/21	--
SMOKE DETECTOR	SimpliSafe, Inc	29783760 5/14/21	--
SMOKE DETECTOR	SimpliSafe, Inc	29783754 5/14/21	--
BATTERY TAMPER INDICATOR FOR DETECTOR	SimpliSafe, Inc	17320438 5/14/21	--
SMOKE DETECTOR HOUSING AND SURFACE MOUNT	SimpliSafe, Inc	17320406 5/14/21	--
SMOKE DETECTOR	SimpliSafe, Inc	29783744 5/14/21	--