

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alarm Detection Systems, Inc.		08/31/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, National Association		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4712880	ONE SYNC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>			
<b>Phone:</b>	7043432104		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	4506593-0117		
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher, Paralegal		
<b>SIGNATURE:</b>	/s/ Terry L. Witcher		
<b>DATE SIGNED:</b>	09/08/2015		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 31, 2015 between ALARM DETECTION SYSTEMS, INC., an Illinois corporation (the "Grantor"), having its chief executive office at 1111 Church Road, Aurora, IL 60505, and CITIZENS BANK, NATIONAL ASSOCIATION (F/K/A RBS CITIZENS, NATIONAL ASSOCIATION (the "Lender"), with an office at 28 State Street, Boston, MA 02109, Attn: R. Jane Westrich, Senior Vice President.

This Agreement is executed pursuant to the terms of (i) that certain Amended and Restated Credit Agreement dated as of August 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between the Grantor, as the borrower thereunder, and the Lender and (ii) that certain Amended and Restated Security Agreement dated as of August 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Lender. The parties hereto have agreed to enter into this Agreement as a condition precedent to the Lender's obligation to extend credit under the Credit Agreement. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant, pursuant to the Security Agreement, to the Lender of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following general intangibles in the form of intellectual property, whether presently existing or hereafter arising or acquired: (i) all patents, patent disclosures and applications in connection therewith, including, without limitation, those listed on Schedule A hereto, and all actual, and all rights to obtain, reissues and extensions thereof; (ii) all trademarks, service marks, trade names, other source or business identifiers and applications in connection therewith, including, without limitation, those listed on Schedule B hereto, all registrations and recordings thereof, and all actual, and all rights to obtain, renewals thereof; (iii) all copyrights, literary rights (in each case, whether registered or unregistered and whether published or unpublished) and applications in connection therewith, including, without limitation, those listed on Schedule C hereto, all registrations and recordings thereof, and all actual, and all rights to obtain, renewals and extensions thereof; (iv) all good will connected with or symbolized by any of the foregoing; (v) all contract rights, documents, applications, licenses, materials and other matters related to any of the foregoing; (vi) all income, royalties, damages or payments now or hereafter due and/or payable under or in connection with any of the foregoing; and (vii) all chattel paper and instruments relating to any of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The terms of Sections 8.8 and 8.16 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

ALARM DETECTION SYSTEMS, INC.

By: [Signature]  
Name: Terence W. Olah  
Title: Executive Vice President, Chief  
Financial Officer

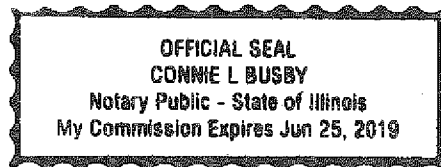
STATE OF Illinois

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public for the State of Illinois, personally appeared Terence W. Olah, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and has executed the foregoing instrument for the purposes therein set forth, and that the same is her act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

[Signature]  
Notary Public in and for the State of Illinois

My commission expires: 6/25/2019



Agreed and Accepted as of the 31 day of  
August, 2015.

CITIZENS BANK, NATIONAL  
ASSOCIATION, as the Lender

By: R. Jane Westrich  
Name: R. Jane Westrich  
Title: Senior Vice President

Alarm Detection Systems, Inc.  
Intellectual Property Security Agreement  
Signature Page

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**TRADEMARK**  
**REEL: 005618 FRAME: 0593**

Schedule A  
to  
Intellectual Property Security Agreement  
PATENTS AND PATENT APPLICATIONS

None.

Schedule B  
to  
Intellectual Property Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Trademarks registered with the USPTO:

Reg. No.	Mark	Filing Date	Issued Date
4712880	ONESYNC & Design	10/23/12	3/31/15

Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.