

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		03/31/2016	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Successor Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2399351	PROSTAR	
Registration Number:	2383700	PROSTAR SECURITY	
Registration Number:	4018102	ASG SECURITY	
Registration Number:	2124596	SAFEGUARD SECURITY	
Registration Number:	2124597	SAFEGUARD SECURITY	
Registration Number:	3993964	FLEENET	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	04/01/2016		

OP \$165.00 2399351

Total Attachments: 5

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NOTICE OF SUCCESSION OF AGENCY
5578/0314

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of March 31, 2016 (the “Effective Date”), is executed by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Collateral Agent (the “Prior Agent”), and BARCLAYS BANK PLC, in its capacity as Collateral Agent (the “Successor Agent”).

WHEREAS, pursuant to that certain Collateral Agreement (First Lien), dated as of July 1, 2015, (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Prime Security Services Borrower, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and the Prior Agent, Alarm Security Group, LLC (the “Pledgor”) and the Prior Agent entered into that certain Grant of Security Interest in Trademarks, dated as of July 1, 2015 (the “Trademark Agreement”), pursuant to which the Pledgor granted, assigned and pledged to the Prior Agent a security interest in and to certain collateral;

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office on July 10, 2015 at Reel/Frame 5578/0314, with respect to the trademarks identified on Schedule A attached hereto;


WHEREAS, the Prior Agent, the Successor Agent, the Borrower and certain other related parties entered into that certain Successor First Lien Agent Agreement, dated as of March 31, 2016 (the “Successor Agent Agreement”), whereby (a) the Prior Agent resigned as Collateral Agent, (b) the Successor Agent was appointed as Collateral Agent and (c) the Successor Agent accepted its appointment as Collateral Agent;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement.
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Successor Agent Agreement and the Collateral Agreement, the Prior Agent has ceased to be Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Collateral Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Collateral Agreement and the Trademark Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

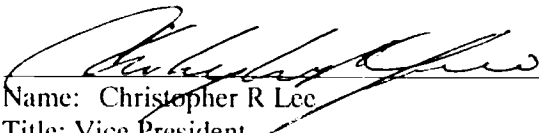
IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: 
Name: Doreen Barr
Title: Authorized Signatory

By: 
Name: Lingzi Huang
Title: Authorized Signatory

BARCLAYS BANK PLC

By:  _____
Name: Christopher R Lee
Title: Vice President

[Signature Page to Notice of Succession of Agency (Trademark) – Alarm Security Group LLC]

TRADEMARK
REEL: 005763 FRAME: 0571

Schedule A

Registered or Applied for Trademarks Owned by Alarm Security Group, LLC

Trademark Name	Jurisdiction	TM Status	App. No. and Filing Date	Reg. No. and Reg. Date
PROSTAR	USA	Registered	75/681,012 4/12/1999	2,399,351 10/31/2000
PROSTAR SECURITY	USA	Registered	75/410,744 12/24/1997	2,383,700 9/5/2000
ASG SECURITY	USA	Registered	85/069,488 6/23/2010	4,018,102 8/30/2011
SAFEGUARD SECURITY	USA	Registered	74/386,115 4/30/1993	2,124,596 12/30/1997
SAFEGUARD SECURITY	USA	Registered	74/386,116 4/30/1993	2,124,597 12/30/1997
FLEENET	USA	Registered	85202936 12/21/2010	3,993,964 7/12/2011