

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427248

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Acknowledgment of Security Interest in Intellectual Property | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lifeshield, LLC | | 05/02/2017 | Limited Liability Company: DELAWARE |
| Lifeshield Security LLC | | 05/02/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citizens Bank, National Association | | |
| Street Address: | 28 Broad Street | | |
| Internal Address: | 14th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02109 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3511764 | INGRID HOME SECURITY | |
| Registration Number: | 4103494 | LIFE SHIELD | |
| Registration Number: | 3770550 | LIFESHIELD | |
| Registration Number: | 4149257 | LIFESHIELD SECURITY | |
| Registration Number: | 4187447 | LIFEVIEW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4125621041 | | |
| <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: | 412-562-1637 | | |
| Email: | vicki.cremonese@bipc.com | | |
| Correspondent Name: | Michael L. Dever | | |
| Address Line 1: | 301 Grant Street, 20th Floor | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15219 | | |
| ATTORNEY DOCKET NUMBER: | 0034293-000167 | | |
| NAME OF SUBMITTER: | Michael L. Dever | | |

CH \$140.00 3511764

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|---|--------------------|
| SIGNATURE: | /Michael L. Dever/ |
| DATE SIGNED: | 05/11/2017 |
| Total Attachments: 5 source=citizens bank-lifeshield security agreement#page1.tif source=citizens bank-lifeshield security agreement#page2.tif source=citizens bank-lifeshield security agreement#page3.tif source=citizens bank-lifeshield security agreement#page4.tif source=citizens bank-lifeshield security agreement#page5.tif | |

ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL (this "Agreement"), dated as of May 2, 2017, is made by each of the undersigned parties listed as pledgors on the signature pages hereto and each of the other persons and entities that become bound hereby from time to time by joinder, assumption, or otherwise (each a "Pledgor" and collectively, "Pledgors"), and CITIZENS BANK, NATIONAL ASSOCIATION, as administrative agent for certain (in such capacity, with its successors and assigns, "Agent").

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, among Pledgors and the Agent and any other Persons that become a Pledgor thereto from time to time (as the same now exists or may hereafter be amended, restated, amended and restated, supplemented and/or modified from time to time through the date hereof, the "Security Agreement"), each Pledgor has agreed, among other things, to grant a security interest to Agent in certain patents, trademarks, copyrights and other property as security for the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement, the Credit Agreement (as defined in the Security Agreement) or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC. The rules of construction set forth in Section 1.01 of the Credit Agreement shall apply to this Agreement.

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to all of its Patents, Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any intellectual property rights relating thereto) and Trademarks (excluding any intent-to-use Trademark applications for which an amendment to allege use or a statement of use has not been filed and accepted with the United States Patent and Trademark Office), whether now owned or hereafter acquired by each Pledgor, as set forth on Schedule A, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of all Obligations, each Pledgor hereby grants, and conveys a security interest to Agent for the benefit of Lenders a valid and continuing security interest in and lien upon, and pledges to Agent for the benefit of Lenders, all of its right, title and interest in, to and upon all of its Patents, Trademarks and Copyrights.

3. Each of the obligations of each Pledgor under this Agreement is joint and several. Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by Agent shall not be a defense to any action Agent may elect to take against any Pledgor. Agent hereby reserves all right against each Pledgor.

4. Each Pledgor and Agent agree to supplement this Agreement by preparing and filing a supplemental Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

5. Upon payment in full of the Obligations (other than contingent indemnification obligations), this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments, releases and other instruments as may be necessary or proper to re-vest in Pledgors full title to the Patents, Trademarks and Copyrights.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7. This Agreement may be executed in one or more counterparts (which taken together, as applicable, shall constitute one and the same instrument) and by facsimile transmission, which facsimile signatures shall be considered original executed counterparts. Each party to this Agreement agrees that its own facsimile signature will bind it and that it accepts the facsimile signature of each other party.

8. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in this Agreement made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY]


IN WITNESS WHEREOF, Grantor has caused this Acknowledgement to be duly
executed by its officer thereunto duly authorized as of the date first written above.

PLEDGORS:

LIFESHIELD, LLC

By: 
Name: Michael J. Hagan
Title: Chairman

LIFESHIELD SECURITY LLC

By: 
Name: Michael J. Hagan
Title: President and Secretary

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

LifeShield Intellectual Property

Patents

| Patent No. | Description | Encumbrances |
|-------------------|--|---|
| 6,888,459 | RFID based security system | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,019,639 | RFID based security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,023,341 | RFID reader for a security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,042,353 | Cordless telephone system | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,053,764 | Controller for a security system | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,057,512 | RFID reader for a security system | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,079,020 | Multi-controller security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,079,034 | RFID transponder for a security system | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,084,756 | Communications architecture for a security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,091,827 | Communications control in a security system | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,119,658 | Device enrollment in a security system | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,202,789 | Clip for RFID transponder of a security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |

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|-----------|--|---|
| 7,283,048 | Multi-level meshed security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,495,544 | Component diversity in a RFID security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,511,614 | Portable telephone in a security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,532,114 | Fixed part-portable part communications network for a security network | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| D534,146 | Security network handset shape | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| D534,519 | Security network handset | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| D538,797 | Security network handset controls | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |
| 7,629,880 | System, method and device for detecting a siren | Arris, Huawei, Humax, Kyocera, Tech Mahindra, TCL Communication, Rovi Corp., Vonage |

Trademarks

| TM No. | Mark |
|---------------|------------------------------|
| 3,511,764 | INGRID HOME SECURITY |
| 4,103,494 | LIFE SHIELD |
| 3,770,550 | LIFESHIELD |
| 86-261456 | LIFESHIELD - Pending |
| 4149257 | LIFESHIELD SECURITY & Design |
| 86-272743 | LIFESHIELD & Design |
| 4,187,447 | LIFEVIEW |

Copyrights

None.