

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
My Alarm Center, LLC		07/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4449155	MY ALARM CENTER	
Registration Number:	4530703	AC	
Registration Number:	3883092	AC ALARM CENTER	
Registration Number:	4078162	AC MY ALARM CENTER	
Registration Number:	4456530	MY HOME	
Registration Number:	4394047	MY AC	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	723897		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/17/2017		

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Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE PRIORITY AND/OR THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT TO THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THE PLEDGE AND SECURITY AGREEMENT, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JULY 14, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN BANK OF AMERICA, N.A., AS FIRST LIEN AGENT, AND GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS NOTICE WITH RESPECT TO THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT TO ANY LIEN AND SECURITY INTEREST, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Pledge and Security Agreement dated as of July [___], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement") among the undersigned Grantor, the other Grantors party thereto and the Administrative Agent for the Secured Parties, the undersigned Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Grantor in and to the Trademarks on Schedule 1 hereto (the "Trademark Collateral"). Terms used herein but not otherwise defined herein shall have the meaning ascribed thereto to them in the Agreement.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the grant of a security interest in the Trademark Collateral (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any Trademark or Trademark application.

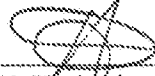
This Notice of Grant of Security Interest in Trademarks has been entered into in accordance with the provisions of the Agreement. The undersigned Grantor does hereby acknowledge and confirm that the security interest referenced hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Agreement.

[Signature Page Follows]

GRANTOR:

Very truly yours,

MY ALARM CENTER, LLC

By:  _____

Name: Amy V. Kothari

Title: President and Chief Executive Officer

{Signature Page to Second Lien Trademark Security Agreement}

TRADEMARK
REEL: 006106 FRAME: 0263

GRANTOR:

Very truly yours,

MY ALARM CENTER, LLC

By: _____

Name: Amy V. Kothari

Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

Acknowledged and accepted:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: _____

Name: Greg Watts








Title: Senior Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006106 FRAME: 0264

SCHEDULE 1

TRADEMARKS

Mark	Registration No.	Mark	Registration No.
MY ALARM CENTER	4,449,155	LIVSECURE	4,944,295
	4,530,703		4,935,374
	3,883,092		4,970,464
	4,078,162		4,540,355
MY HOME	4,456,530	MY INDEPENDENCE	5,050,112
	4,394,047		