

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529127

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NorthStar Alarm Services, LLC		05/17/2019	Limited Liability Company: UTAH
NorthStar Alarm Services CA, LP		05/17/2019	Limited Partnership: UTAH

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	135 South LaSalle St.
<b>Internal Address:</b>	Mail Code IL4-135-11-43
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: ILLINOIS

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5710401	LESS WORRY. MORE LIFE.
Serial Number:	87863651	BLUE OPS TECH TEAM
Registration Number:	5653412	BLUE OPS
Serial Number:	87409234	LESS WORRY. MORE LIFE.
Registration Number:	5292269	N
Registration Number:	5292268	N
Registration Number:	5259894	NORTHSTAR CONNECT
Registration Number:	5132795	N
Registration Number:	5513960	NORTHSTAR HOME
Registration Number:	4829840	NORTHSTAR HOME
Registration Number:	4820649	NORTHSTAR HOME
Registration Number:	4811023	N
Registration Number:	4820648	N
Registration Number:	4829839	NORTHSTAR
Registration Number:	4820647	NORTHSTAR
Registration Number:	5041648	NORTHSTAR

CH \$415.00 5710401

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 6023647070*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:** 602-364-7000**Email:** julie.eslick@bclplaw.com**Correspondent Name:** BRYAN CAVE LEIGHTON PAISNER LLP**Address Line 1:** Two N Central Avenue, Suite 2100**Address Line 2:** JULIE A. ESLICK**Address Line 4:** Phoenix, ARIZONA 85004

<b>ATTORNEY DOCKET NUMBER:</b>	1006202.000187
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<b>NAME OF SUBMITTER:</b>	Julie A. Eslick
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<b>SIGNATURE:</b>	/Julie A. Eslick/
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<b>DATE SIGNED:</b>	06/25/2019
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of May 17, 2019, NorthStar Alarm Services, LLC, a Utah limited company, NorthStar Alarm Services CA, LP, a Utah limited partnership (“Grantor”), in favor of Bank of America, N.A., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement referred to below (the “Secured Parties”).

(a) The Grantor owns the Marks (defined below) listed on Schedule 1 annexed hereto.

(b) The Grantor has entered into that certain Security Agreement dated May 14, 2009 (the “Security Agreement”), in connection with that certain Second Amended and Restated Credit Agreement as of January 16, 2015, as amended by the First Amendment thereto dated as of June 15, 2016, as amended by the Second Amendment thereto dated as of January 6, 2017, as amended by the Third Amendment thereto dated as of November 2, 2017, and as amended by the Fourth Amendment thereto dated as of July 26, 2018 (as amended from time to time the “Existing Credit Agreement” ), with the Administrative Agent and the Lenders.

(c) The parties to the Existing Credit Agreement are amending the Existing Credit Agreement pursuant to a Fifth Amendment to Second Amended and Restated Credit Agreement, Consent and Joinder dated as of even date with this Amendment (the “Fifth Amendment” and together with the Existing Credit Agreement, the “Credit Agreement”). As a condition precedent to the Fifth Amendment, the parties wish to amend and/or supplement the Security Agreement in accordance with the terms of this Amendment.

(d) Pursuant to the terms of the Security Agreement, Grantor has granted to the Secured Parties a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all Secured Obligations referred to in the Security Agreement (the “Obligations”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to the Secured Parties of the Obligations, Grantor hereby grants to the Secured Parties for their benefit a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each United States trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the “Marks”), including, without limitation, each Mark referred to in Schedule 1, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

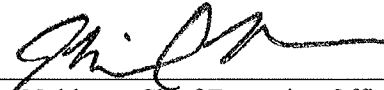
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGE FOLLOWS]

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

NORTHSTAR ALARM SERVICES, LLC

By:   
Dan Noble, as Chief Executive Officer

[Signature Page(s) to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006677 FRAME: 0320**

STATE OF Utah )

) ss.:

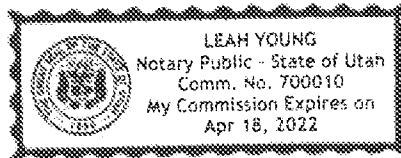
COUNTY OF Utah )

On the 4th day of May, 2019, before me personally came Dan Noble, to me personally known to be the person described in and who executed the foregoing instrument as Chief Executive Officer of NORTHSTAR ALARM SERVICES, LLC who being by me duly sworn, did depose and say that he is the Chief Executive Officer of NORTHSTAR ALARM SERVICES, LLC, the company described in and which executed the foregoing instrument; that the said instrument was signed and sealed on behalf of said company by order of its Managers and Members; that he signed his name thereto by like orders; and that he acknowledged said instrument to be the free act and deed of said company.

NOTARY PUBLIC

My commission expires:

*Leah Young*  
4-18-22

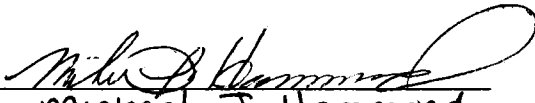


[Signature Page(s) to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006677 FRAME: 0321**

Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Michael J. Hammond  
Title: SVP

[Signature Page(s) to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006677 FRAME: 0322**

Schedule 1 to Trademark Security Agreement

Serial No.	Reg. No.	Mark
87409167	5710401	LESS WORRY. MORE LIFE.
87863651	Pending	BLUE OPS TECH TEAM (logo)
87863459	5653412	BLUE OPS
87409234	Pending	LESS WORRY. MORE LIFE.
87068052	5292269	N (logo)
87068050	5292268	N (logo)
87262445	5259894	NORTHSTAR CONNECT
87068053	5132795	N (logo)
86312989	5513960	NORTHSTAR HOME
86313013	4829840	NORTHSTAR HOME
86313009	4820649	NORTHSTAR HOME
86312981	4811023	N (logo)
86312974	4820648	N (logo)
86312936	4829839	NORTHSTAR
86312931	4820647	NORTHSTAR
86312921	5041648	NORTHSTAR

[Schedule(s) to Trademark Security Agreement]