

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/09/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	150 South 5th Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 11			
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	
Registration Number:	4944295	LIVSECURE	
Registration Number:	4935374		
Registration Number:	4970464	LIVSECURE THE EASY WAY TO A SMARTER, SAF	
Registration Number:	4540355	MY AC	
Registration Number:	5050112	MYINDEPENDENCE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	PRUDENTIAL TOWER, 800 BOYLSTON STREET		

CH \$290.00 4449155

Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	116842-0002
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/catherine murray/
DATE SIGNED:	04/16/2021
Total Attachments: 6 source=MAC - IP Security Assignment#page1.tif source=MAC - IP Security Assignment#page2.tif source=MAC - IP Security Assignment#page3.tif source=MAC - IP Security Assignment#page4.tif source=MAC - IP Security Assignment#page5.tif source=MAC - IP Security Assignment#page6.tif	

ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is made and entered into as of April 9, 2021, by **Bank of America, N.A.**, as the resigning Administrative Agent (in such capacity, the "Resigning Collateral Agent"), in favor of **Acquiom Agency Services LLC**, as the successor to the Administrative Agent in the role of collateral agent (in such capacity, the "Successor Collateral Agent").

WITNESSETH:

WHEREAS, the Resigning Collateral Agent is party to that certain Pledge and Security Agreement, dated as of July 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among My Alarm Center, LLC, a Delaware limited liability company (the "Company"), the other grantors parties thereto, and the Resigning Collateral Agent;

WHEREAS, pursuant to (i) the Security Agreement, and (ii) the Notice of Grant of Security Interest in Trademarks, made by the Company in favor of the Resigning Collateral Agent, which was recorded at the United States Patent and Trademark Office (the "USPTO") on July 24, 2017, at Reel/Frame 6111/0961 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), the Company has granted to the Resigning Collateral Agent a continuing security interest in, and lien on, all of its right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, those trademark registrations and applications set forth on Schedule I hereto;

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of April 9, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Agency Transfer Agreement"), among the Company, the other Grantors party thereto, the Resigning Collateral Agent, the Successor Collateral Agent, and the Lenders party thereto, the Resigning Collateral Agent has resigned as collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Security Agreement), and the Successor Collateral Agent has assumed and succeeded to all of the rights, powers, privileges and duties of the Resigning Collateral Agent as collateral agent thereunder; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent desire to enter into this Assignment to evidence the assignment by the Resigning Collateral Agent to the Successor Collateral Agent of all of the Resigning Collateral Agent's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, the Resigning Collateral Agent's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Collateral Agent and the Successor Collateral Agent hereby covenant and agree as of the date first above written as follows:

1. Relation to Security Agreement. Capitalized terms used in this Assignment and not

otherwise defined herein shall have the meanings specified in the Security Agreement. In the event of any conflict between this Assignment and the Security Agreement, the Security Agreement shall control.

2. Assignment. The Resigning Collateral Agent hereby transfers, assigns, and conveys to the Successor Collateral Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and the Successor Collateral Agent hereby accepts and assumes the foregoing transfer, assignment, and conveyance of all of such right, title, interest, security interests and liens. This Assignment is being executed and delivered in accordance with the Agency Transfer Agreement.

3. Recordation. Effective upon the date first written above, the Resigning Collateral Agent authorizes the USPTO and any other similar Governmental Authority, as applicable, to record this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles which would require the application of the laws of another jurisdiction.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

BANK OF AMERICA, N.A.,
as Resigning Collateral Agent



By: _____
Name: Thomas Czerwinski
Title: Senior Vice President

ACQUIOM AGENCY SERVICES LLC, as Successor
Collateral Agent








By: 
Name: _____
Title: Joshua James
Senior Director

[Signature Page to Assignment of Grant of Security Interest in Trademarks]

Schedule I

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		