

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652848

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.		06/09/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
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: 4			
Property Type	Number	Word Mark	
Registration Number:	4438922	ALARM ZONE	
Registration Number:	4388183	SMART CONNECT	
Registration Number:	4286693		
Serial Number:	87381632		
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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	116842-0003		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		
DATE SIGNED:	06/09/2021		
Total Attachments: 5			

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ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Assignment") is made and entered into as of June 9, 2021 by BANK OF AMERICA, N.A., as the resigning Administrative Agent (in such capacity, "Assignor"), in favor of ACQUIOM AGENCY SERVICES LLC, as successor co-Administrative Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Amended and Restated Security and Pledge Agreement, dated as of August 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Protect America, Inc. ("PAI") and PAI Intermediate, Inc. ("PAI Intermediate" and, together with PAI, the "Borrowers"), as borrowers, the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Notice of Grant of Security Interest in Trademarks, made by PAI in favor of Assignor, which was recorded at the United States Patent and Trademark Office on August 31, 2017, at Reel/Frame 6143/0574 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), PAI has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the trademark and trademark applications shown on Schedule 1 of the Trademark Security Agreement (the "Trademark Collateral"), including, without limitation, those trademark and trademark applications set forth on Schedule I hereto; and

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement and Fifth Amendment to the Amended and Restated Credit Agreement, dated as of May 21, 2021, among the Assignor, Assignee, the Borrowers, the other loan parties party thereto, and the lenders party thereto, Assignor has resigned as Administrative Agent under the Credit Agreement and related Loan Documents (each as defined in the Security Agreement), and Assignee has assumed and succeeded to all of the rights, powers, privileges, protections, duties, and interests of Assignor as Administrative Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor'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, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee 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 Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Recordation. Effective upon the date first written above, Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the successor Administrative Agent for the Secured Parties in the Trademark Collateral.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.


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 executed this Assignment as of the date above first written.

ASSIGNOR:

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

By: 

Name: Gerund Diamond
Title: Vice President

[Signature Page to Assignment of Security Interest in Trademarks]

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

ACQUIOM AGENCY SERVICES LLC,
as Successor Co-Administrative Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Director

[Signature Page to Assignment of Security Interest in Trademarks]

Schedule I

TRADEMARK REGISTRATIONS

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALARM ZONE	4438922	11/26/13
SMART CONNECT	4388183	08/20/13
Design Only	4286693	02/05/13

TRADEMARK APPLICATION

<u>Title</u>	<u>Appl. No.</u>	<u>Filing Date</u>
Design Only	87381632	03/22/17