

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/09/2021	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vivint, Inc.		
Street Address:	4931 North 300 West		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86949368	WE MAKE SMART HOME SIMPLE	
Serial Number:	86890338	VIVINT.SMARTHOME	
Serial Number:	86161897	VIVINT VOICE	
Serial Number:	86765749	VIVINT.SMARTHOME	
Serial Number:	86283976	DUMB HOME	
Serial Number:	85858009	VIVINT WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/12/2021		

OP \$165.00 86949368

Total Attachments: 5

source=Vivint - Trademark Release 5803-0038 (Vivint)#page1.tif

source=Vivint - Trademark Release 5803-0038 (Vivint)#page2.tif

source=Vivint - Trademark Release 5803-0038 (Vivint)#page3.tif

source=Vivint - Trademark Release 5803-0038 (Vivint)#page4.tif

source=Vivint - Trademark Release 5803-0038 (Vivint)#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 9, 2021 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as administrative agent (in such capacities, together with its successors in such capacity, the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 16, 2012, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 31, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 31, 2016 at Reel/Frame 5803/0038;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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

By: Ronaldo Naval

Name: Ronaldo Naval

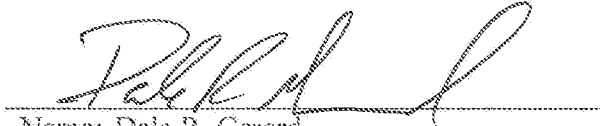
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

GRANTOR:

VIVINT, INC., as Grantor

By:

A handwritten signature in black ink, appearing to read "Dale R. Gerard", is written over a horizontal line.

Name: Dale R. Gerard

Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

Trademarks

**Release of Trademark Security Agreement recorded May 31, 2016 at Reel/Frame
5803/0038**

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Vivint, Inc.	WE MAKE SMART HOME SIMPLE	86949368 03/22/2016	Pending ITU
2.	Vivint, Inc.	VIVINT.SMARTHOME	86890338 01/28/2016	Pending ITU
3.	Vivint, Inc.	VIVINT VOICE	86161897 01/09/2014	Pending ITU
4.	Vivint, Inc.	VIVINT SMART HOME	86765749 09/23/2015	Pending ITU
5.	Vivint, Inc.	DUMB HOME	86283976 05/16/2014	Pending ITU
6.	Vivint, Inc.	VIVINT WIRELESS	85858009 02/22/2013	Pending ITU