

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385754

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vivint, Inc. | | 05/26/2016 | Corporation: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, as Collateral Agent | | |
| Street Address: | 1100 N. Market Street | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19890 | | |
| Entity Type: | National Association: UNITED STATES | | |
| 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 SMART HOME | |
| 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 | | |
| Correspondent Name: | Michael Violet | | |
| 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: | 05/26/2016 | | |

OP \$165.00 86949368

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 26, 2016, by Vivint, Inc. (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 16, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

VIVINT, INC.

By:


Name: Dale R. Gerard

Title: Senior Vice President of Finance and
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005801 FRAME: 0192

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:


John T. Needham, Jr.
Vice President

Schedule I

UNITED STATES TRADEMARKS

U.S. Trademark Registrations and Applications:

| | 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 |