

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sentinel Intermediate Corp.		08/03/2018	Corporation:
Sentinel Merger Sub Corp.		08/03/2018	Corporation:
Simplisafe Holding Corporation		08/03/2018	Corporation:
Simplisafe, Inc.		08/03/2018	Corporation:

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION
Street Address:	2 Bethesda Metro Center, 7th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4747810	SIMPLISAFE
Registration Number:	4865515	SIMPLISAFE
Registration Number:	5172986	SIMPLISAFE
Registration Number:	5395676	SIMPLICAM
Serial Number:	87527279	S
Serial Number:	87527267	S SIMPLISAFE
Serial Number:	87527250	SIMPLISAFE
Registration Number:	4557502	SIMPLICAM

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 412-562-1637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 301 Grant Street

TRADEMARK

Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 0080721-000010

NAME OF SUBMITTER: Michael L. Dever

SIGNATURE: /Michael L. Dever/

DATE SIGNED: 08/03/2018

Total Attachments: 10

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This TRADEMARK SECURITY AGREEMENT (the "IP Security Agreement"), dated as of August 3, 2018, among the Person listed on the signature pages hereof (the "Grantor"), and CAPITAL ONE, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the SECURITY AGREEMENT, dated as of August 3, 2018 (the "Security Agreement"), among (i) SENTINEL INTERMEDIATE CORP., a Delaware corporation ("Holdings"), (ii) SENTINEL MERGER SUB CORP., a Delaware corporation (the "Initial Borrower"), which shall be merged with and into SIMPLISAFE HOLDING CORPORATION, a Delaware corporation (the "Target"), (iii) upon consummation of the Acquisition (as defined therein), Target as the surviving entity of the merger with Initial Borrower (such surviving entity, the "Holdco Borrower" or the "Company"), (iv) upon consummation of the Acquisition, SIMPLISAFE, INC., a Delaware corporation (the "OpcO Borrower" and together with the Holdco Borrower, the "Borrowers") and (v) and each of the subsidiaries of the Company listed on Annex A thereto (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with and together with Holdings and the Borrowers, the "Grantors" and each individually, a "Grantor"), and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

2. Security for Obligations. The grant of a Security Interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and

provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. **GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

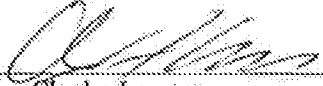
8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Company at the Company's address set forth in Section 13.2 of the Credit Agreement.

9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

[SIGNATURE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

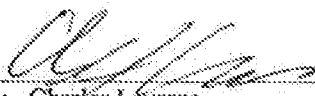
SENTINEL INTERMEDIATE CORP.,
as a Grantor

By: 
Name: Charles Laurans
Title: President and CEO

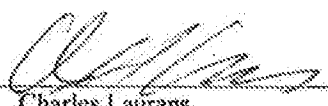
SENTINEL MERGER SUB CORP.,
as a Grantor

By: 
Name: Brian Doyle
Title: Vice President

SIMPLISAFE HOLDING CORPORATION,
as a Grantor after the consummation of the Target
Acquisition

By: 
Name: Charles Laurans
Title: President and CEO

SIMPLISAFE, INC.,
as a Grantor after the consummation of the Target
Acquisition

By: 
Name: Charles Laurans
Title: President and CEO

[SIGNATURE TO TRADEMARK SECURITY AGREEMENT]

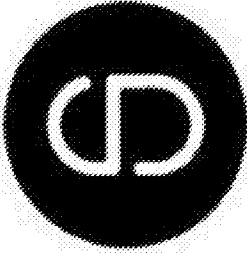


CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: John Robuck
Title: Managing Director

SCHEDULE A TO THE
TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Mark	Appl. No.	Reg. No.	Reg. Date	Case Status	Goods / Services	Detailed Status / Next Deadline
SIMPLISAFE	86/423764	4747810	6/2/2015	Registered	Int. Cl. 45 - Monitoring services for home security systems and alarms for security purposes	Declaration of Use / Incontestability Due: 6/2/2021
SIMPLISAFE	86/423781	N/A	N/A	Pending / Allowed	Int. Cl. 9 - Home and office automation systems comprising wireless and wired controllers, control devices, and software for lighting, HVAC, security, safety and other home and office monitoring and control applications	Statement of Use / 5 th Extension Due: 6/29/2018
SIMPLISAFE	86/423746	4865515	12/8/2015	Registered	Int. Cl. 9 - Base station units for controlling wireless home and personal security devices; wireless security devices, namely, key pads, electronic security sensors, panic buttons, security alarms, and remote activation devices; wireless home security systems; electronic glass break detectors; smoke detectors and CO leaks and floods; electronic temperature/freeze sensors	Declaration of Use / Incontestability Due: 12/8/2021
SIMPLISAFE	86/981475	5172986	3/28/2017	Registered	Int. Cl. 9 - Security video cameras	Declaration of Use / Incontestability Due: 3/28/2023
SimpliCam	87/527300	5395676	2/6/2018	Registered	Int. Cl. 9 - Wireless security devices, namely, security video cameras	Declaration of Use / Incontestability Due: 2/6/2024

Mark	Appl. No.	Reg. No.	Reg. Date	Case Status	Goods / Services	Detailed Status / Next Deadline
	87/527279	N/A	N/A	Pending / Published	Int. Cl. 9 - Wireless security devices; namely, security video cameras; Base station units for controlling wireless home and personal security devices; wireless security devices, namely, key pads, electronic security sensors, panic buttons, security alarms, and remote activation devices, namely, remote controls for wireless security systems; wireless home security systems, namely, base stations and wireless key pads sold as a unit for controlling wireless home and security devices; electronic glass break detectors; smoke detectors and carbon monoxide detectors; electronic water sensors for detecting leaks and floods; electronic temperature/freeze sensors;	Opposition Period Ends: 7/5/2018
	87/527267	N/A	N/A	Pending / Suspended	Int. Cl. 9 - Wireless security devices; namely, security video cameras; Base station units for controlling wireless home and personal security devices; wireless security devices, namely, key pads, electronic security sensors, panic buttons, security alarms, and remote activation devices, namely, remote controls for wireless security systems; wireless home security systems, namely, base stations and wireless key pads sold as a unit for controlling wireless home and security devices; electronic glass break detectors; smoke detectors and carbon monoxide detectors; electronic water sensors for detecting leaks and floods; electronic temperature/freeze sensors;	Received Suspension Notice
					Int. Cl. 42 - Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices; and	
					Int. Cl. 45 - Monitoring services for home security systems and alarms for security purposes; monitoring services for home security purposes via alerts that notify users as to a security device status change	
	87/527250	N/A	N/A	Pending / Suspended	Int. Cl. 9 - Wireless security devices; namely, security video cameras; Base station units for controlling wireless home and personal security devices; wireless security devices, namely, key pads, electronic security sensors, panic buttons,	Received Suspension Notice

Mark	Appl. No.	Reg. No.	Reg. Date	Case Status	Goods / Services	Detailed Status / Next Deadline
					security alarms, and remote activation devices, namely, remote controls for wireless security systems; wireless home security systems, namely, base stations and wireless key pads sold as a unit for controlling wireless home and security devices; electronic glass break detectors; smoke detectors and carbon monoxide detectors; electronic water sensors for detecting leaks and floods; electronic temperature/freeze sensors;	
					Int. Cl. 42 - Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices; and	
					Int. Cl. 45 - Monitoring services for home security systems and alarms for security purposes; monitoring services for home security purposes via alerts that notify users as to a security device status change	
SIMPLICAM	88/044367	4557502	6/24/2014	Registered	Int. Cl. 9 - Digital video cameras	Declaration of Use / Incontestability Due: 6/24/2020