

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SIMPLISAFE, INC.		02/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5598489	SIMPLISAFE	
<b>Registration Number:</b>	5598490	S SIMPLISAFE	
<b>Registration Number:</b>	5543887	S	
<b>Serial Number:</b>	88961816	S	
<b>Registration Number:</b>	5395676	SIMPLICAM	
<b>Registration Number:</b>	4557502	SIMPLICAM	
<b>Registration Number:</b>	4747810	SIMPLISAFE	
<b>Registration Number:</b>	5703463	SIMPLISAFE	
<b>Registration Number:</b>	4865515	SIMPLISAFE	
<b>Registration Number:</b>	5172986	SIMPLISAFE	
<b>Serial Number:</b>	90039622	SIMPLISAFE	
<b>Serial Number:</b>	88079802	SIMPLILOCK	
<b>Serial Number:</b>	88979086	SIMPLILOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>			
<b>Email:</b>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		

CH \$340.00 5598489

**Address Line 1:** Kirkland & Ellis, LLP  
**Address Line 2:** 555 California Street, Suite 2700  
**Address Line 4:** San Francisco, CALIFORNIA 94104

**ATTORNEY DOCKET NUMBER:** 41307-43

**NAME OF SUBMITTER:** Maria Banda

**SIGNATURE:** /Maria Banda/

**DATE SIGNED:** 02/12/2021

**Total Attachments: 11**

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This SECOND LIEN TRADEMARK SECURITY AGREEMENT (the “IP Security Agreement”), dated as of February 12, 2021, among the Person listed on the signature pages hereof (the “Grantor”), and WILMINGTON TRUST, N.A., 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 SECOND LIEN SECURITY AGREEMENT, dated as of February 12, 2021 (the “Security Agreement”), among (i) SENTINEL INTERMEDIATE CORP., a Delaware corporation (“Holdings”), (ii) SIMPLISAFE HOLDING CORPORATION, a Delaware corporation (the “Holdco Borrower” or the “Company”), (iii) SIMPLISAFE, INC., a Delaware corporation (the “Opco Borrower” and together with the Holdco Borrower, the “Borrowers”), (iv) 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 (v) 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.

10. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Security Interest granted to the Collateral Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and this IP Security Agreement, the terms of the Closing Date Intercreditor Agreement shall govern.

11. Collateral Agent Protections. In connection with this IP Security Agreement, the Collateral Agent shall be entitled to all of the protections, immunities, rights and indemnities provided to it in the Credit Agreement, all of which are hereby incorporated herein by reference, mutatis mutandis.

[Signature Pages Follow]

**[SIGNATURE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]**

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

SIMPLISAFE, INC.,  
as a Grantor,

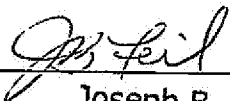
By: \_\_\_\_\_

Name: Madeline Ling

Title: Chief Financial Officer

**[SIGNATURE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]**


WILMINGTON TRUST, N.A.,  
as Collateral Agent

By:   
Name: Joseph B. Feil  
Title: Vice President

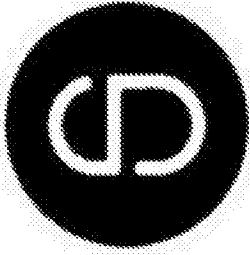
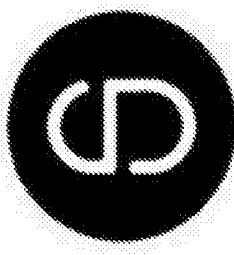
SCHEDULE A TO THE  
SECOND LIEN TRADEMARK  
SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Case Status	Country	Goods / Services
<b>SimpliSafe</b>	87/527250	7/13/2017	5598489	11/6/2018	Registered	USA	<p>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;</p> <p>Int. Cl. 42 - Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices; and</p> <p>Int. Cl. 45 - Monitoring services for home security systems and alarm for security.</p>

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Case Status	Country	Goods / Services
	87/527267	7/13/2017	5598490	11/6/2018	Registered	USA	<p>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;</p> <p>Int. Cl. 42 - Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices; and</p> <p>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</p>



Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Case Status	Country	Goods / Services
	87/527279	7/13/2017	5543887	8/21/2018	Registered	USA	<p>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;</p> <p>Int. Cl. 42 - Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices; and</p>
	88961816	12-Jun-2020			Pending	USA	<p>Int. Cl. 9 - Electronic video door bells and electronic door locks</p> <p>Int. Cl. 11 - Lighting apparatus for homes; electric night lights; flashlights; floodlights; spotlights; wall lights; smart lights; security camera lights</p>

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Case Status	Country	Goods / Services
<b>SimpliCam</b>	87/527300	7/13/2017	5395676	2/6/2018	Registered	USA	Int. Cl. 9 - Wireless security devices, namely, security video cameras
SIMPLICAM	86/044367	8/21/2013	4557502	6/24/2014	Registered	USA	Int. Cl. 9 - Digital video cameras
SIMPLISAFE	86/423764	10/14/2014	4747810	6/2/2015	Registered	USA	Int. Cl. 45 - Monitoring services for home security systems and alarms for security purposes
SIMPLISAFE	86/423781	10/14/2014	5703463	3/19/2019	Registered	USA	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
SIMPLISAFE	86/423746	10/14/2014	4865515	12/8/2015	Registered	USA	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
SIMPLISAFE	86/981475	10/14/2014	5172986	3/28/2017	Registered	USA	Int. Cl. 9 - Security video cameras

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Case Status	Country	Goods / Services
SIMPLISAFE	90/039622	7/7/2020				USA	<p>Int. Cl. 9 - Electronic video door bells, namely, electric doorbells featuring video cameras; and, electronic door locks.</p> <p>Int. Cl. 11 - Lighting apparatus installations for homes; electric night lights; flashlights; floodlights; spotlights; wall lights; smart lights, namely, lighting installations; security camera lights, namely, lights for use with security cameras</p> <p>Int. Cl. 42 - Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices</p>
SIMPLILOCK	88079802	8/15/2018			Allowed March 5, 2019	USA	<p>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; electronic and automatic access security apparatus, namely, smart locks, home security locks</p> <p>Int. Cl. 45 - Monitoring services for home security systems, and alarms for security purposes; Monitoring services for smart locks and home security locks; monitoring services for home security purposes via alerts that notify users as to a security device status change</p>
SIMPLILOCK	88979086	8/15/2018			Statement of Use filed	USA	<p>Int. Cl. 42 - Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices; Providing online non-downloadable software for controlling and monitoring smart locks and home security</p>

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Case Status	Country	Goods / Services
							locks.
ROBBERT	TBD	TBD			Unfiled	USA	Class 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; home and office automation systems comprising wireless and wired controllers, control devices, and software for security, safety and other home and office monitoring and control application; <b>electronic video doorbells; electronic door locks</b>  Class 42: Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices.  Class 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.
ROBBERT LARSON	TBD	TBD			Unfiled	USA	Class 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

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Case Status	Country	Goods / Services
							<p>sensors for detecting leaks and floods; electronic temperature/freeze sensors; home and office automation systems comprising wireless and wired controllers, control devices, and software for security, safety and other home and office monitoring and control application; <b>electronic video doorbells; electronic door locks</b></p> <p>Class 42: Providing online non-downloadable software for controlling and monitoring wireless home and personal security devices.</p> <p>Class 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.</p>