

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WirePath Home Systems, LLC		06/03/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking corporation: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3271925	SNAP AV	
Registration Number:	3238507	STRONG MOUNTS & LIFTS	
Registration Number:	3343180	EPISODE	
Registration Number:	3320350	EPISODE	
Registration Number:	3027160	ZOBO	
Registration Number:	3786972	WIREPATH STRUCTURED WIRING	
Registration Number:	3786973	SNAP AV	
Registration Number:	3783013	STRONG	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		

CH \$215.00 3271925

900196479

TRADEMARK
 REEL: 004577 FRAME: 0381

Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 27662-0073

NAME OF SUBMITTER: Chris L. Bollinger

Signature: /Chris L. Bollinger/

Date: 07/07/2011

Total Attachments: 25

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 3, 2011 by **WirePath Home Systems, LLC**, a North Carolina limited liability company ("Borrower"), in favor of **Fifth Third Bank**, an Ohio banking corporation ("Bank").

RECITALS:

A. Borrower and Bank have entered into that certain Loan and Security Agreement dated as of June 3, 2011 (as amended, modified or supplemented from time to time, the "Loan Agreement").

B. It is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of the Borrower thereunder that, among other things, Borrower execute and deliver to Bank this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of Borrower's Liabilities, Borrower hereby grants to the Bank a security interest in and to all of Borrower's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of Borrower's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which Borrower is a licensee (and any Patents, Marks and Copyrights

currently licensed by others to Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Bank's request, Borrower will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. **Restrictions on Future Agreements.** Borrower agrees and covenants that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower will not, without Bank's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Borrower's obligations under this Agreement, and Borrower further agrees and covenants that without Bank's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would materially and adversely affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement. Borrower agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto.

4. **Certain Covenants, Representations and Warranties of Borrower.** Except as set forth on Schedule 4.16 to the Loan Agreement, Borrower covenants, represents and warrants (to the best of Borrower's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Borrower) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Borrower's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Borrower owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Borrower pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Borrower, in each case except for (A) rights granted by Borrower pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which Borrower has any right, title or interest; (vii) Borrower has the unqualified right to enter into this Agreement and perform its terms; (viii) Borrower will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Borrower's business); and (ix) Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give to Bank prompt written notice thereof. Borrower hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of Borrower or rights of Bank hereunder.

6. **Royalties; Terms.** Borrower hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Borrower such smaller geographic location if any is specified for Borrower's use in the applicable License) and, without any liability for royalties or other related charges from Bank to Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Loan Agreement.

7. **Inspection.** Bank shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes, in the manner and to the extent set forth in the Loan Agreement. From and after the occurrence and during the continuance of an Event of Default and notice by Bank to Borrower of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Borrower agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Marks consistent with the quality of products now manufactured by Borrower.

8. **Termination of Borrower's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at the request of Borrower and at Borrower's reasonable expense, execute and deliver to Borrower, all termination statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing

Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. **Duties of the Borrower.** Except to the extent the same is no longer material to Borrower's business, Borrower shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Borrower. Except to the extent the same is no longer material to Borrower's business, Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank.

10. **Bank's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Borrower shall execute and deliver to Bank, at any time or times hereafter at the reasonable request of Bank, all papers (including, without limitation, any as

may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may reasonably request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.

All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby constitutes and appoints Bank as Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Borrower hereby releases the Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Bank and its successors, assigns and nominees. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS

AGREEMENT AND THE OTHER FINANCING AGREEMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS, AND NOT THE CONFLICTS OF LAW PROVISIONS, OF THE STATE OF ILLINOIS.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

WIREPATH HOME SYSTEMS, LLC

By: 
Name: Craig Craze
Title: President and Chief Operating Officer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

WIREPATH HOME SYSTEMS, LLC

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

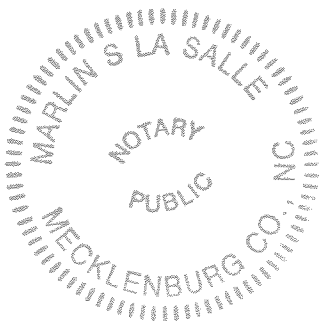
By:  _____
Name: SCOTT KILGORE
Title: VICE PRESIDENT

STATE OF North Carolina)
) SS.
COUNTY OF Mecklenburg)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Craig Craze, personally known to me to be the President and Chief Operating Officer of WirePath Home Systems, LLC, a North Carolina limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors, managers or similar governing body of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 31st day of May, 2011.

(NOTARIAL SEAL)



Marlin S. LaSalle
Notary Public

My Commission Expires: 8/13/13


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Scott Kilgore, personally known to me to be the Vice President of Fifth Third Bank, an Ohio banking corporation (the "Bank"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of the Bank pursuant to authority given by the board of directors of the Bank, as his/her free and voluntary act and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 31 day of May, 2011.

(NOTARIAL SEAL)





Notary Public

My Commission Expires: May 26, 2013

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B

COPYRIGHTS

None

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None

SCHEDULE D**TRADEMARKS and SERVICE MARKS**

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
WirePath Home Systems, LLC	SNAP AV	3,271,925	USA	7/31/2007
WirePath Home Systems, LLC	STRONG MOUNTS & LIFTS	3,238,507	USA	5/01/2007
WirePath Home Systems, LLC	EPISODE	3,343,180	USA	11/27/2007
WirePath Home Systems, LLC	EPISODE	3,320,350	USA	10/23/2007
WirePath Home Systems, LLC	ZOBO	3,027,160	USA	12/13/2005
WirePath Home Systems, LLC	 WIREPATH structured wiring	3,786,972	USA	5/11/2010
	(WIREPATH STRUCTURED WIRING & Design)			
WirePath Home Systems, LLC		3,786,973	USA	5/11/2010
	(SNAP AV & Design)			
WirePath Home Systems, LLC		3,783,013	USA	4/27/2010
	(STRONG logo)			
WirePath Home Systems, LLC	SNAP AV & DEVICE	7770028	China	12/20/2010

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
WirePath Home Systems, LLC	WIREPATH STRUCTURED WIRING & DEVICE	7770025	China	10/20/2009
WirePath Home Systems, LLC	EPISODE	3033817	Argentina	9/27/2010
WirePath Home Systems, LLC	EPISODE	1031708 ¹	Australia	9/23/2010
WirePath Home Systems, LLC	EPISODE	830795286	Brazil	10/01/2010
Wirepath Home Systems, LLC	EPISODE	1471186	Canada	2/26/2010
WirePath Home Systems, LLC	EPISODE	7770027	China	12/20/2010
WirePath Home Systems, LLC	EPISODE	1031708	Germany	2/25/2010
WirePath Home Systems, LLC	EPISODE	1072670	Mexico	3/08/2010
WirePath Home Systems, LLC	EPISODE	1031708	Russian Federation	9/23/2010
WirePath Home Systems, LLC	EPISODE	159553	Saudi Arabia	10/05/2010
WirePath Home Systems, LLC	EPISODE	099049221	Taiwan	10/04/2010
WirePath Home Systems, LLC	EPISODE	150232	United Arab	12/06/2010

¹ International Registration filed through WIPO with extension of protection to Australia, Germany, Russian Federation and United Kingdom.

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
			Emirates	
WirePath Home Systems, LLC	EPISODE	1031708	United Kingdom	2/25/2010
WirePath Home Systems, LLC	EPISODE	1031708	WIPO	2/25/2010
WirePath Home Systems, LLC	SNAPAV	3033818	Argentina	9/27/2010
WirePath Home Systems, LLC	SNAPAV	3033819	Argentina	9/27/2010
WirePath Home Systems, LLC	SNAPAV	3033822	Argentina	9/27/2010
WirePath Home Systems, LLC	SNAPAV	1385454	Australia	9/24/2010
WirePath Home Systems, LLC	SNAPAV	1210620	Benelux	9/24/2010
WirePath Home Systems, LLC	SNAPAV	830795243	Brazil	10/01/2010
WirePath Home Systems, LLC	SNAPAV	830795294	Brazil	10/01/2010
WirePath Home Systems, LLC	SNAPAV	830795278	Brazil	10/01/2010
WirePath Home Systems, LLC	SNAPAV	1497154	Canada	9/24/2010
WirePath Home Systems, LLC	SNAPAV	9409186	CTM	9/29/2010
WirePath Home Systems, LLC	SNAPAV	1122602	Mexico	9/28/2010

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
WirePath Home Systems, LLC	SNAPAV	1122605	Mexico	9/28/2010
WirePath Home Systems, LLC	SNAPAV	1122607	Mexico	9/28/2010
WirePath Home Systems, LLC	SNAPAV	2010730922	Russian Federation	9/27/2010
WirePath Home Systems, LLC	SNAPAV	159547	Saudi Arabia	10/05/2010
WirePath Home Systems, LLC	SNAPAV	159548	Saudi Arabia	10/05/2010
WirePath Home Systems, LLC	SNAPAV	099050689	Taiwan	10/12/2010
WirePath Home Systems, LLC	SNAPAV	150227	United Arab Emirates	12/06/2010
WirePath Home Systems, LLC	SNAPAV	150228	United Arab Emirates	12/06/2010
WirePath Home Systems, LLC	STRONG & Design	830798323	Brazil	10/07/2010
WirePath Home Systems, LLC	STRONG & Design	099049230	Taiwan	10/04/2010
WirePath Home Systems, LLC	STRONG (Stylized)	2010730920	Russian Federation	9/27/2010
WirePath Home Systems, LLC	STRONG & Design	159550	Saudi Arabia	10/05/2010

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
WirePath Home Systems, LLC	STRONG & Design	150231	United Arab Emirates	12/06/2010
WirePath Home Systems, LLC	BINARY & Design	1385757	Australia	9/28/2010
WirePath Home Systems, LLC	BINARY & Design	830795260	Brazil	10/01/2010
WirePath Home Systems, LLC	BINARY & Design	1498971	Canada	10/19/2010
WirePath Home Systems, LLC	BINARY & Design	099049220	Taiwan	10/04/2010
WirePath Home Systems, LLC	BINARY & Design	1122609	Mexico	9/28/2010
WirePath Home Systems, LLC	BINARY & Design	2010730921	Russian Federation	9/27/2010
WirePath Home Systems, LLC	BINARY & Design	159549	Saudi Arabia	10/05/2010
WirePath Home Systems, LLC	BINARY & Design	150230	United Arab Emirates	12/06/2010
WirePath Home Systems, LLC	BINARY & Design	2560179	United Kingdom	9/30/2010
WirePath Home Systems, LLC	DRAGONFLY	3033816	Argentina	9/27/2010
WirePath Home Systems, LLC	DRAGONFLY	1385759	Australia	9/28/2010
WirePath Home Systems, LLC	DRAGONFLY	830795308	Brazil	10/01/2010

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
WirePath Home Systems, LLC	DRAGONFLY	099049229	Taiwan	10/04/2010
WirePath Home Systems, LLC	DRAGONFLY	1122604	Mexico	9/28/2010
WirePath Home Systems, LLC	DRAGONFLY	2010730918	Russian Federation	9/27/2010
WirePath Home Systems, LLC	DRAGONFLY	159552	Saudi Arabia	10/05/2010
WirePath Home Systems, LLC	DRAGONFLY	150229	United Arab Emirates	12/06/2010

SCHEDULE E
TRADEMARK LICENSES

None

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that WirePath Home Systems, LLC, a North Carolina limited liability company ("Borrower"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated June 3, 2011 (the "Collateral Agreement") between Borrower and Fifth Third Bank, an Ohio banking corporation ("Bank"), hereby appoints and constitutes Bank its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

[signature page follows]

This power of attorney is made pursuant to that certain Loan and Security Agreement, dated as of June 3, 2011, between the Borrower and the Bank and may not be revoked until the payment in full of all liabilities and obligations of the Borrower under such Loan and Security Agreement.

WIREPATH HOME SYSTEMS, LLC

By: 
Name: Craig Craze
Title: President and Chief Operating Officer