

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|----------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WirePath Home Systems, LLC | | 06/13/2013 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Administrative Agent | | |
| Street Address: | 201 Merritt 7 | | |
| City: | Norwalk | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06851 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3271925 | SNAP AV | |
| Registration Number: | 3343180 | EPISODE | |
| Registration Number: | 3320350 | EPISODE | |
| Registration Number: | 3786972 | WIREPATH STRUCTURED WIRING | |
| Registration Number: | 3786973 | SNAP AV | |
| Registration Number: | 3783013 | STRONG | |
| Registration Number: | 3238507 | STRONG MOUNTS & LIFTS | |
| Registration Number: | 4339276 | WATTBOX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312/876-7628 | | |

OP \$215.00 3271925

Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

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| NAME OF SUBMITTER: | Linda Kastner |
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| Signature: | /lk/ |
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| Date: | 06/14/2013 |
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 13, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 13, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WirePath Home Systems, LLC, a North Carolina limited liability company (the "Borrower"), WirePath Home Systems Holdco LLC, a Delaware limited liability company ("Holdings"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and GE Capital, as Administrative Agent and Collateral Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of June 13, 2013 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its U.S. Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use or an amendment to alleged use, as applicable, has not been filed, or, if filed, has not been deemed in conformance with 15

U.S.C. § 1051(a) or examined and accepted by the United States Patent and Trademark Office (but only until such “intent to use” Trademark application ceases to meet the conditions of this proviso);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart thereof.

6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WIREPATH HOME SYSTEMS, LLC,
as Grantor

By: 

Name: Craig Craze

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Steve Rubenstein
Name: Steve Rubenstein
Its: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

| NAME | REGISTRATION NUMBER | REGISTRATION DATE |
|--|--------------------------------|------------------------------|
| SNAP AV | 3271925 | July 31, 2007 |
| EPISODE | 3343180 | November 27, 2007 |
| EPISODE | 3320350 | October 23, 2007 |
| WIREPATH STRUCTURED WIRING & DESIGN | 3786972 | May 11, 2010 |
| SNAP AV & DESIGN | 3786973 | May 11, 2010 |
| STRONG LOGO | 3783013 | April 27, 2010 |
| STRONG MOUNTS & LIFTS | 3238507 | May 1, 2007 |
| WATTBOX | 4339276 | May 21, 2013 |

B. TRADEMARK APPLICATIONS

NONE.