

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluent Home, LLC		08/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	chartered bank: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4734151	#INFLUENTIAL	
Registration Number:	4734136	WE SPEAK HOME	
Registration Number:	4730229	#FLUENTCARES	
Registration Number:	4698461	WE SPEAK SECURITY	
Registration Number:	4698460	WE SPEAK AUTOMATION	
Registration Number:	4717099	FLUENT HOME	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6262.018		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		

OP \$165.00 4734151

DATE SIGNED:	08/21/2015
Total Attachments: 5 source=Fluent Home - Trademark Security Agreement#page1.tif source=Fluent Home - Trademark Security Agreement#page2.tif source=Fluent Home - Trademark Security Agreement#page3.tif source=Fluent Home - Trademark Security Agreement#page4.tif source=Fluent Home - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 21, 2015, by and between FLUENT HOME, LLC, a Delaware limited liability company ("Grantor"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain secured parties ("Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as August 21, 2015 by and among FLUENT HOME, LLC, a Delaware limited liability company (the "Company"), the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Bank USA, as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of August 21, 2015 by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the

security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

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

FLUENT HOME, LLC as Grantor

By: G. Wood
Name: Graham Wood
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral
Agent

By: _____
Name: Greg Watts
Title: Authorized Signatory

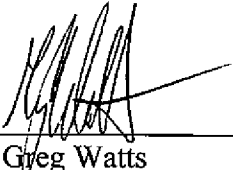
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLUENT HOME, LLC as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral
Agent

By:  _____
Name: Greg Watts
Title: Authorized Signatory

Schedule A to Trademark Security Agreement

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
#INFLUENTIAL	4734151	5/12/15
WE SPEAK HOME	4734136	5/12/15
#FLUENTCARES	4730229	5/5/15
WE SPEAK SECURITY	4698461	3/10/15
WE SPEAK AUTOMATION	4698460	3/10/15
FLUENT HOME	4717099	4/7/15