

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heathco LLC		01/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3603563		
Registration Number:	3592307	HEATHCO	
Registration Number:	3673697	SUPERIOR 8 NOTE MELODY	
Registration Number:	3673696		
Registration Number:	3758090	WIRELESS	
Registration Number:	3758089	WIRELESS	
Registration Number:	3758087	WIRED	
Registration Number:	3758086	WIRED	
Registration Number:	3752742	SUPERIOR 2-NOTE	
Registration Number:	3752740	SELECTABLE 8 NOTE MELODIES	
Registration Number:	3673671	GENUINE BELL SOUND	
Registration Number:	3752738	ENHANCED 2-NOTE	
Registration Number:	2960327	SECURE HOME	
Registration Number:	2954449	DUALBRITE	
Registration Number:	2957712	SOLID WOOD	
Registration Number:	2098785	DUALBRITE	
Registration Number:	2104148	JOURNEYMAN	
Registration Number:	2062590	ELECTRIPAK	
Registration Number:	0671489	TRINE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3528659	BASIC 2 NOTE
Registration Number:	3528658	8 NOTE MELODY
Registration Number:	3528656	MAKE-IT-MOTION
Registration Number:	1717753	INTELECTRON
Registration Number:	1719986	WE BRING SECURITY HOME
Registration Number:	1645881	SCANGUARD
Registration Number:	1238082	SELECTRONIC
Registration Number:	0928672	HEATH

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438-0583

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

DATE SIGNED: 02/04/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of January 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **HEATHCO HOLDING CORP.**, a Delaware corporation ("Parent"), **HEATHCO LLC**, a Delaware limited liability company ("Heathco", and together with each other Person that becomes a party to the Credit Agreement as a "Borrower" in accordance with its terms, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective permitted successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

all of its Trademarks including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

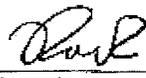
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HEATHCO LLC,
a Delaware limited liability company

By: 
Name: Russ Roenick
Title: President

[Signature page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 005724 FRAME: 0715

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Suprema Cole
Title Vice President

[Signature page to U.S. Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

1. HeathCo LLC owns the following pending United States trademark applications for registration:

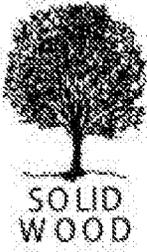
Mark	App. No.	Goods	App. Date	Status
	86637900	Cl.11: Electric lighting fixtures	May 21, 2015	Pending; newly filed app; Office Action issued; Response due March 2, 2016
FANFARE CHIME	86020929	Cl. 9: Electric door bells and parts and accessories therefore, namely, electronic door bells and chimes, electronic pushbuttons for activating bells and chimes; wireless door bells and chimes, transmitters and receivers for wirelessly controlling and activating door bells and chimes, and software for operating electronic door bells and chimes	Jul 26, 2013	Pending; second request for extension of time for Statement of Use filed; Statement of Use due May 18, 2016
NOTIFI	86324729	Cl. 9: Residential entrance door video monitoring system comprising a camera for transmitting images to a remote location; residential entrance door video monitoring system comprising a microphone, a speaker, a doorbell, and a camera for transmitting images to a remote location; Residential Doorbell camera units; Wireless residential entrance door video transmission device; Electronic wireless LAN enabled residential entrance door doorbells; Residential electronic doorbells; Downloadable software and software applications permitting users to identify and communicate with persons at their residential entrance door; downloadable applications for monitoring a user's residential entrance door, for use over the Internet, mobile devices; Residential entrance door Electronic doorbell with touch screen, video capability and wireless connectivity; Residential Electric door bells; Computer software for connecting residential entrance door doorbells with mobile phones and handheld	Jun 30, 2014	Pending; mark published by USPTO on June 23, 2015; Notice of Allowance to issue

Mark	App. No.	Goods	App. Date	Status
		computers		

2. HeathCo LLC owns the following United States trademark registrations:

Mark	Reg. No.	Goods	Reg. Date	Status
	3603563	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Apr 7, 2009	Registered; Sec 8/15 filed June 2, 2015; Renewal due April 7, 2019
HEATHCO	3592307	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells; wireless electric lighting controls. Cl. 11: Electric lighting fixtures; motion-sensing security lights; motion-sensing decorative lights	Mar 17, 2009	Registered; Sec 8/15 filed May 29, 2015 and accepted on June 17, 2015; Renewal due March 17, 2019
	3673697	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Aug 25, 2009	Registered; Sec 8 due August 25, 2015; Sec. 8/15 not filed by 8/25/15 deadline; Grace Period deadline 2/25/16
	3673696	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Aug 25, 2009	Registered; Sec 8/15 filed on Aug. 21, 2015 and accepted on Sep. 24, 2015; Renewal due Aug. 25, 2019
	3758090	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Mar 9, 2010	Registered; Sec 8 due March 9, 2016
	3758089	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Mar 9, 2010	Registered; Sec 8 due March 9, 2016

Mark	Reg. No.	Goods	Reg. Date	Status
	3758087	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Mar 9, 2010	Registered; Sec 8 due March 9, 2016
	3758086	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Mar 9, 2010	Registered; Sec 8 due March 9, 2016
	3752742	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Feb 23, 2010	Registered; Sec 8 due February 23, 2016
	3752740	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Feb 23, 2010	Registered; Sec 8 due February 23, 2016
	3673671	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Aug 25, 2009	Registered; Sec 8 due August 25, 2015; Sec. 8/15 not filed by 8/25/15 deadline; Grace Period deadline 2/25/16
	3752738	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Feb 23, 2010	Registered; Sec 8 due February 23, 2016
SECURE HOME	2960327	Cl. 11: Electric lighting fixtures.	Jun 7, 2005	Registered; Renewal due June 7, 2025.
	2954449	Cl. 11: Electric lighting fixtures.	May 24, 2005	Registered; Renewal due May 24, 2025

Mark	Reg. No.	Goods	Reg. Date	Status
	2957712	Cl. 9: Electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	May 31, 2005	Registered; Renewal due May 31, 2015; Grace Period to November 30, 2015
DUALBRITE	2098785	Cl. 11: Electric lighting fixtures.	Sept 23, 1997	Registered; Renewal due September 23, 2017
JOURNEYMAN	2104148	Cl. 11: Electric lighting fixtures.	Oct 7, 1997	Registered; Renewal due October 7, 2017
ELECTRIPAK	2062590	Cl. 8: Hand tools, namely, crimpers, cutters and strippers for use on wire and cable. Cl. 9: Electrical wires and cables and multiple electric outlet units. Cl. 11: Electric lamps, electric lighting fixtures, electric light bulbs, and electric light fixture parts, namely, lamp covers in the nature of glass globes and refracting lenses.	May 20, 1997	Registered; Renewal due May 20, 2017
TRINE	0671489	Cl. 9: Electrical switches including push button and door and window operable switches and parts thereof, electrically operable door releases and accessories therefor, electrical push button plates, electrical transformers and electrical buzzers and bells	Dec 23, 1958	Registered; Renewal due December 23, 2018
	3528659	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells.	Nov. 4, 2008	Registered; Renewal due Nov. 4, 2018
	3528658	Cl. 9: Electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells	Nov. 4, 2008	Registered; Renewal due Nov. 4, 2018
MAKE-IT-MOTION	3528656	Cl. 9: Wireless electric lighting controls Cl. 11: Electric lighting fixtures	Nov. 4, 2008	Registered; Renewal due Nov. 4, 2018
INTELECTRON	1717753	Cl. 9: Security systems comprising lamps with built-in	Sept. 22, 1992	Registered; Renewal due

Mark	Reg. No.	Goods	Reg. Date	Status
		motion detectors, and indoor and outdoor wireless motion detectors		Sept. 22, 2022
WE BRING SECURITY HOME	1719986	Cl. 9: Security systems comprising lamps with built in motion detectors, and indoor and outdoor wireless motion detectors	Sept. 29, 1992	Registered; Renewal due Sept. 29, 2022
SCANGUARD	1645881	Cl. 9: Electronic security system component, namely lens	May 28, 1991	Registered; Renewal due May 28, 2021
SELECTRONIC	1238082	Cl. 9: Electric Chimes	May 17, 1983	Registered; Renewal due May 17, 2023
HEATH	928672	Cl. 9: Scientific instruments-namely, x-ray simulators for teaching purposes, digital counters, digital timers, chart recorders, voltage reference sources, oscilloscopes, voltmeters, spectrophotometers, scanning monochromators, ph meters, and polarographs	Feb. 8, 1972	Registered; Renewal due Feb. 8, 2022

3. HeathCo LLC owns the following Canadian trademark registrations:

Mark	Reg. No.	Goods	Reg. Date	Status
SECURE HOME	TMA855691	Electric lighting fixtures	July 19, 2013	Registered; Renewal due July 19, 2028