

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chamberlain Group, Inc.		05/13/2016	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Preferred Technology Systems, LLC		
Street Address:	9160 E Bahia Dr		
Internal Address:	#100		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4005023	PTI	
Registration Number:	2329554	DIGITECH	
Registration Number:	3897517	STORLOGIX	
Registration Number:	3897516	TASKMASTER	
Serial Number:	85080399	FALCONXT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4048738624		
Email:	tucker.barr@agg.com, trademarks@agg.com		
Correspondent Name:	J. Tucker Barr		
Address Line 1:	171 17th Street NW		
Address Line 2:	Suite 2100 -- Arnall Golden Gregory LLP		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:	J. Tucker Barr		
SIGNATURE:	/J. Tucker Barr/		
DATE SIGNED:	06/09/2016		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is executed as of May 13, 2016, but shall be deemed effective as of October 14, 2011 (the "Effective Date"), by and between The Chamberlain Group, Inc., a Connecticut corporation ("Assignor"), and Preferred Technology Systems, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee and Assignor's affiliated company, Chamberlain Professional Products, Inc., a New York corporation ("CPP"), entered into that certain Asset Purchase Agreement dated as of September 12, 2011 ("Purchase Agreement") and that certain Trademark Assignment dated October 14, 2011 ("CPP Trademark Assignment"), pursuant to which, among other things, CPP sold, transferred and assigned to Assignee all of CPP's rights to use the trademarks and tradenames, set forth on Schedule 1.1C attached hereto within the United States (the "Trademarks");

WHEREAS, through mistake or oversight, Assignor is listed as the owner of record with the United States Patent and Trademark Office ("USPTO") with respect to the Trademarks;

WHEREAS, Assignee desires to eliminate any cloud upon its right, title, and interest in and to the Trademarks that may emanate from the USPTO's records listing Assignor as owner;

WHEREAS, in light of the foregoing, Assignee has requested that Assignor sign and deliver this Trademark Assignment, and Assignor is willing to accommodate Assignee's request; and

NOW, THEREFORE, in consideration of the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby transfer and assign to Assignee all of Assignor's rights to use the Trademarks within the United States.
2. No Modifications. Notwithstanding the foregoing, no provision of this Trademark Assignment shall in any way modify, replace, amend, change, rescind, waive or in any way affect the provisions set forth in the Purchase Agreement nor impose any liability on Assignor or CPP; this Trademark Assignment being intended solely to effect the transfer and assignment of the Trademarks.
3. "AS IS". Without limiting and in furtherance of Section 2, the tradenames and trademark rights are transferred and assigned in "**AS IS, WHERE IS**" condition.
4. Limitation of Liability. Notwithstanding anything in this Trademark Assignment, the Purchase Agreement or the CPP Trademark Assignment to the contrary or otherwise, in no event shall the aggregate liability of Assignor under this Trademark Assignment and/or in connection with the Trademarks exceed \$1,000, whether based on warranty, contract, tort or any other legal theory, and whether or not foreseeable, and whether or not advised of the possibility of such damages.
5. Waiver. Assignee, on behalf of itself and any successor in interest, waives and releases Assignor, CPP and their affiliates from and against any claims or causes of actions related to or in connection with the use, sale, transfer, or assignment of the Trademarks.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first above written.

THE CHAMBERLAIN GROUP, INC.

By: 

Name: Brendan M. Gilbo

Title: Executive Vice President and Chief Financial Officer

PREFERRED TECHNOLOGY SYSTEMS, LLC

By: 

Name: Lance Comstock

Title: President

**SCHEDULE A
TRADEMARKS**

1. TASKMASTER, US Reg. No. 3897516
2. FALCONXT, Pending Application No. 85080399
3. PTL, US Reg. No. 4005023
4. STORLOGIX, US Reg. No. 3897517
5. DIGITECH, US Reg. No. 2329554

Schedule A