

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIREPATH HOME SYSTEMS, LLC		08/04/2017	Limited Liability Company: NORTH CAROLINA
AUTONOMIC CONTROLS, INC		08/04/2017	Corporation: NEW YORK
SUNBRITETV LLC		08/04/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent		
Street Address:	600 Washington Blvd		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4610900	ARAKNIS NETWORKS	
Registration Number:	4941720	ARAKNIS NETWORKS	
Registration Number:	5094972	BINARY	
Registration Number:	3320350	EPISODE	
Registration Number:	4966176	LUMA SURVEILLANCE	
Registration Number:	5086532	LUMA	
Registration Number:	5086529	OVRC	
Registration Number:	4773907	OVRC	
Registration Number:	3271925	SNAP AV	
Registration Number:	3786973	SNAP AV	
Registration Number:	4839551	STRONG	
Registration Number:	4690000	STRONG EVOLVE	
Registration Number:	4641158	STRONG VERSABOX	
Registration Number:	4339276	WATTBOX	

OP \$740.00 4610900

Property Type	Number	Word Mark
Registration Number:	4757316	WIREPATH ONE
Registration Number:	5198877	VISUALINT
Registration Number:	4659649	AUTONOMIC
Registration Number:	4659193	TUNEBRIDGE
Registration Number:	5183525	VERANDA
Registration Number:	4804013	SUNBRITEDS
Registration Number:	3347416	SUNBRITETV
Serial Number:	86389800	MOIP-AIR
Serial Number:	86389692	MOIP-FLEX
Serial Number:	86320003	NEARUS
Serial Number:	87453745	SNAP AV
Serial Number:	87453856	WIREPATH
Serial Number:	87087446	OPTIVIEW
Serial Number:	87332099	OPTIVIEW
Serial Number:	87464637	SUNBRITE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171834
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/04/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of August 4, 2017, among WIREPATH HOME SYSTEMS, LLC, AUTONOMIC CONTROLS, INC. and SUNBRITETV LLC (each, a “Grantor”), and UBS AG, STAMFORD BRANCH, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of August 4, 2017 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **CRACKLE PURCHASER CORP.**, a Delaware limited liability company, **CRACKLE MERGER SUB I CORP.**, a Delaware corporation, as the initial Borrower, which on the Closing Date shall be merged with and into an entity to be renamed **WIREPATH LLC**, a Delaware limited liability company (with the entity to be renamed **WIREPATH LLC** as the surviving entity and the “Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States Trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the United States Patent and Trademark Office prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto, set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Trademark Collateral”).

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that Commissioner for Trademarks and any other applicable governmental officer located at the United States Patent and Trademark Office to record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

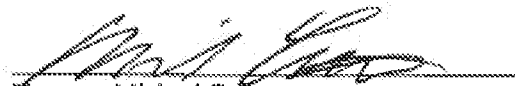
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

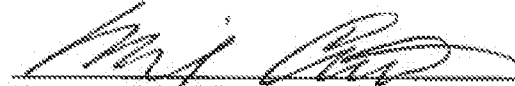
WIREPATH HOME SYSTEMS, LLC, as Grantor

By:


Name: Michael Carlet
Title: Chief Financial Officer and Secretary

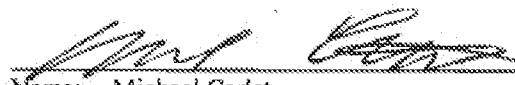
AUTONOMIC CONTROLS, INC., as Grantor

By:


Name: Michael Carlet
Title: Chief Financial Officer and Secretary

SUNBRITETV LLC, as Grantor


By:


Name: Michael Carlet
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Craig Pearson
Title: Associate Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

	Registered Owner/Grantor	Trademark	Application No.	Registration No.
<u>1</u>	Wirepath Home Systems, LLC	ARAKNIS NETWORKS	85982260	4610900
<u>2</u>	Wirepath Home Systems, LLC	ARAKNIS NETWORKS	85972483	4941720
<u>3</u>	Wirepath Home Systems, LLC	BINARY (Standard)	87002918	5094972
<u>4</u>	Wirepath Home Systems, LLC	EPISODE	78691565	3320350
<u>5</u>	Wirepath Home Systems, LLC	LUMA SURIELLANCE	86620095	4966176
<u>6</u>	Wirepath Home Systems, LLC	LUMA & DESIGN	87003047	5086532
<u>7</u>	Wirepath Home Systems, LLC	MOIP-AIR	86389800	
<u>8</u>	Wirepath Home Systems, LLC	MOIP-FLEX	86389692	
<u>9</u>	Wirepath Home Systems, LLC	NEARUS	86320003	
<u>10</u>	Wirepath Home Systems, LLC	OVRC	87002992	5086529
<u>11</u>	Wirepath Home Systems, LLC	OVRC	86252925	4773907
<u>12</u>	Wirepath Home Systems, LLC	SNAP AV	78817242	3271925
<u>13</u>	Wirepath Home Systems, LLC	SNAP AV	87453745	
<u>14</u>	Wirepath Home Systems, LLC	SNAP AV & Design	77772202	3786973
<u>15</u>	Wirepath Home Systems, LLC	STRONG	86382509	4839551
<u>16</u>	Wirepath Home Systems, LLC	STRONG EVOLVE	86253479	4690000
<u>17</u>	Wirepath Home Systems, LLC	STRONG VERSABOX	86255321	4641158
<u>18</u>	Wirepath Home Systems, LLC	WATTBOX	85346501	4339276
<u>19</u>	Wirepath Home Systems, LLC	WIREPATH	87453856	
<u>20</u>	Wirepath Home Systems, LLC	WIREPATH ONE	86253404	4757316
<u>21</u>	Wirepath Home Systems, LLC	VISUALINT	87169256	5198877
<u>22</u>	Autonomic Controls, Inc.	AUTONOMIC	86290335	4659649
<u>23</u>	Autonomic Controls, Inc.	TUNEBRIDGE	86275427	4659193

<u>24</u>	SunBriteTV LLC	OPTIVIEW	87087446	
<u>25</u>	SunBriteTV LLC	OPTIVIEW	87332099	
<u>26</u>	SunBriteTV LLC	VERANDA	87087465	5183525
<u>27</u>	SunBriteTV LLC	SUNBRITEDS	86520149	4804013
<u>28</u>	SunBriteTV LLC	SUNBRITE	87464637	
<u>29</u>	SunBriteTV LLC	SUNBRITETV	77131758	3347416