

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLUENT HOME, LLC		01/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BREGAL INVESTMENTS, INC.		
Street Address:	277 Park Avenue		
Internal Address:	29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Corporation: DELAWARE		
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:			
<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:	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:	1034426		
NAME OF SUBMITTER:	Maria Woodbury		

OP \$165.00 4734151

SIGNATURE:	/Maria Woodbury/
DATE SIGNED:	01/09/2019
Total Attachments: 5 source=Fluent Home- Trademark Security Agreement[EXECUTED] (2)#page1.tif source=Fluent Home- Trademark Security Agreement[EXECUTED] (2)#page2.tif source=Fluent Home- Trademark Security Agreement[EXECUTED] (2)#page3.tif source=Fluent Home- Trademark Security Agreement[EXECUTED] (2)#page4.tif source=Fluent Home- Trademark Security Agreement[EXECUTED] (2)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of January 8, 2019, by and between FLUENT HOME, LLC, a Delaware limited liability company ("Grantor"), in favor of BREGAL INVESTMENTS, INC. ("Sagemount"), 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 Second Lien Credit and Guaranty Agreement dated as of the date hereof by and among Grantor, the other Credit Parties party thereto, the Persons signatory thereto from time to time as lenders (the "Lenders") and Sagemount, as Lead Arranger and Administrative Agent and Collateral 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 the date hereof 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.

6. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the priority and/or the exercise of any right or remedy with respect to the liens and security interests securing the obligations evidenced by the Credit Agreement, and certain of the rights of the Collateral Agent are subject to the provisions of the Intercreditor Agreement dated on or about the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Goldman Sachs Bank USA, as First Lien Agent ("First Lien Agent"), and Bregal Investments, Inc., as Second Lien Agent. As between First Lien Agent and Collateral Agent, in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to the exercise of any right or remedy with respect to any lien and security interest, the terms of the Intercreditor Agreement shall govern and control.

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: Graham Wood

Name: Graham Wood

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BREGAL INVESTMENTS, INC., as Collateral Agent

By: _____

Name:

Title:

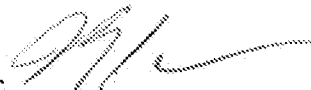
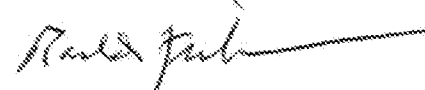
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLUENT HOME, LLC, as Grantor

By: _____
Name: Graham Wood
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BREGAL INVESTMENTS, INC., as Collateral Agent

By: 	
Name: Michelle Kelly	Ronell F. Simon
Title: Secretary	Treasurer

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