

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apigy, Inc.		03/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Chamberlain Group, Inc.		
Street Address:	300 Windsor Drive		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85736781	LOCKITRON	
Serial Number:	85736788	LOCKITRON	
Serial Number:	86586082		
Serial Number:	86586084		
CORRESPONDENCE DATA			
Fax Number:	3125777007		
<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:	3125777000		
Email:	trademark@fitcheven.com		
Correspondent Name:	Edward E. Clair		
Address Line 1:	120 S. LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5569-82824		
NAME OF SUBMITTER:	Edward E. Clair		
SIGNATURE:	/Edward E. Clair/		
DATE SIGNED:	02/04/2019		
Total Attachments: 6			
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EXHIBIT 7.1(b)

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), is entered into as of March 9, 2018, by and between Apigy, Inc., a Delaware corporation ("Assignor"), and The Chamberlain Group, Inc., a Connecticut corporation ("Purchaser"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Purchaser and certain other Persons are parties to that certain Asset Purchase Agreement, dated as of March 9, 2018 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Purchaser, and Purchaser wishes to acquire from Assignor all right, title and interest in any Business IP (as defined in the Purchase Agreement) of Assignor, including all registrations and applications for intellectual property rights set forth on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
ASSIGNMENT**

Section 1.1 Assignment of Intellectual Property Assets. Assignor hereby transfers, conveys, assigns and delivers to the Purchaser, and Purchaser hereby accepts, as applicable, from Assignor, all of Assignor's right, title and interest in and to (a) all trademark registrations and applications and all goodwill associated therewith; (b) all pending patent applications and registered patents; and (c) all copyright registrations, in each case as set forth on Schedule I hereto (as may be supplemented or updated from time to time after the date hereof by the parties hereto), including, in each case, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the exclusive rights to (i) bring actions, defend against or otherwise recover for infringements or other impairments of such intellectual property rights, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such intellectual property rights, (ii) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (iii) any other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record the Purchaser as the assignee and owner of the intellectual property rights set forth on Schedule I.

ARTICLE II ADMINISTRATION

Section 2.1 Further Assurances. Assignor shall take further actions, and provide to Purchaser, Purchaser's successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), as reasonably requested by Purchaser to more fully and effectively effectuate the purposes of this Assignment[, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; (c) obtaining any additional protection relating to rights assigned herein that Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (d) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

ARTICLE III MISCELLANEOUS

Section 3.1 Conflict with the Purchase Agreement. This Assignment is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

Section 3.2 Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.1 of the Purchase Agreement.

Section 3.3 Enforceability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 3.4 Amendments. This Assignment may not be amended or modified except by an instrument in writing signed by Purchaser and Seller.

Section 3.5 Counterparts. This Assignment may be executed in one or more counterparts (which may include counterparts delivered by facsimile or other electronic means), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 3.6 Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.


Section 3.7 No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

AFIGY INC.

By: 

Name: Charles Cameron Robertson

Title: President

PURCHASER:

THE CHAMBERLAIN GROUP, INC.

By: Brendan Mullen
Name: Brendan Gilboy
Title: Executive Vice President and Chief
Financial Officer

Schedule I

Trademarks, Service Marks, Trade Names

1. Lockitron wordmark, issued; serials 85736781 and 85736788; WO 1182794
2. Lockitron logo, issued; serials 86586082 and 86586084; WO 1293722
3. Sense wordmark, unissued, in use (on shipped product packaging and website) since 2013
4. Key Match wordmark, unissued, in use (in shipped product manual and website) since 2015

Patents

1. U.S. Patent Application numbered 15/686,385*