

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKYBELL TECHNOLOGIES, INC.		07/12/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	SB LOAN SERIES I, LLC, c/o Hutton Ventures LLC		
Street Address:	207 W. 25th Street		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4540717	SKYBELL	
Registration Number:	4878219	WE HAVE THE OUTSIDE COVERED	
Registration Number:	4742565		
Registration Number:	4730715		
Serial Number:	86527898	SKYBULB	
Serial Number:	86610657	SKYWALL	
Serial Number:	86611042	SKYPOOL	
Serial Number:	86611105	SKYCHIME	
Serial Number:	86611170	SKYTOP	
Serial Number:	86691650	YOUR HOME STARTS HERE	
Serial Number:	86866452	HIGHBEAM	
Serial Number:	86805070	SKYBELL TRIBE	
Serial Number:	86805110	SKYBELL VILLAGE	
Serial Number:	86862184	SKYBELL HD	
Serial Number:	86973334	GO ANYWHERE DO ANYTHING	
Serial Number:	86972903	KEEPING UP WITH THE JETSONS	
Serial Number:	87001429	THE CONNECTED HOME STARTS AT THE FRONT D	
Serial Number:	87076316	MICRO	
TRADEMARK			

CH \$740.00 4540717

Property Type	Number	Word Mark
Serial Number:	87076878	ZEN
Serial Number:	87076933	ONE
Serial Number:	87076982	INSTACAM
Serial Number:	87077015	SHINE
Serial Number:	87122879	THE EYES TO THE SMART HOME
Serial Number:	87193774	TRIM
Serial Number:	87193795	TRIM PRO
Serial Number:	87215865	MAX
Serial Number:	87232053	TRIM PLUS
Serial Number:	87232067	GUARDIAN
Serial Number:	87232076	CHIME

CORRESPONDENCE DATA

Fax Number: 3128278000

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: 312-372-1121

Email: citrademarks@klgates.com

Correspondent Name: K&L GATES LLP

Address Line 1: 70 WEST MADISON STREET

Address Line 2: SUITE 3100

Address Line 4: CHICAGO, ILLINOIS 60602

NAME OF SUBMITTER:	Brett J. Weber
SIGNATURE:	/Brett J. Weber/
DATE SIGNED:	07/17/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of July, 2019, by SKYBELL TECHNOLOGIES, INC., a Nevada corporation ("Grantor"), in favor of SB LOAN SERIES I, LLC, a Delaware limited liability company (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Note Purchase Agreement dated as of July 12, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of July 12, 2019, by and between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Note Purchase Agreement and Security Agreement. The Note Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark owned by Grantor listed on Schedule 1 annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark owned by Grantor, or (b) injury to the goodwill associated with any Trademark owned by Grantor.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the


filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. At such time as the Obligations have been paid in full in cash, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

SKYBELL TECHNOLOGIES, INC.

By: 
Name: Ronald G. Garrigues
Title: CEO

Agreed and Accepted
As of the Date First Above Written:

SB LOAN SERIES I, LLC

By: _____
Name: Ron Friedman
Title:

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first
above written.

SKYBELL TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Above Written:

SB LOAN SERIES I, LLC

By: *Ron Friedman*
Name: Ron Friedman
Title: *AUTHORIZED SIGNATORY*

[Trademark Security Agreement]

SCHEDULE 1

Trademarks

[See Attached]

Schedule 1

Jurisdiction	Trademark Info		
	Mark	Registration No.	Serial No.
U.S.	SkyBell	4,540,717	86068669
U.S.	We Have the Outside Covered	4,878,219	86312400
U.S.	SkyBell Circle Logo (Color)	4,742,565	86363464
U.S.	SkyBell Circle Logo Black)	4,730,715	86363526
U.S.	SkyBulb	-	86527898
U.S.	SkyBulb	-	-
U.S.	SkyWall	-	86610657
U.S.	SkyPool	-	86611042
U.S.	SkyChime	5,590,596	86611105
U.S.	SkyTop	-	86611170
U.S.	Your Home Starts Here	-	86691650
U.S.	Highbeam	-	86866452
U.S.	SkyBell Tribe	-	86805070
U.S.	SkyBell Village	-	86805110
U.S.	SkyBell HD	4,978,196	86862184
U.S.	Go Anywhere Do Anything	-	86973334
U.S.	Abandoned	-	86972903
U.S.	The Connected Home Starts at the Front Door	-	87001429
U.S.	Micro	-	87076316
U.S.	Zen	5,492,779	87076878
U.S.	One	-	87076933
U.S.	Instacam	-	87076982
U.S.	Shine	-	87077015
U.S.	The Eyes to the Smart Home	-	87122879
U.S.	Trim	-	87193774
U.S.	Trim Pro	5,465,377	87193795
U.S.	Max	-	87215865
U.S.	Trim Plus	5,308,248	87232053
U.S.	Guardian	5,503,941	87232067
U.S.	Chime	-	87232076
U.S.	Trim Plus	5308248	87232053
U.S.	If you love your house put a ring on it	-	-
U.S.	For a safe home put a ring on it	-	-
U.S.	SkyYard	-	-
France	SkyBell	1,247,386	-
Japan	SkyBell	6,048,185	-
China	SkyBulb	17,225,212	-
China	SkyBulb	17,225,213	-
China	SkyWall	-	17225215
China	SkyPool	-	17225216
China	SkyChime	17,225,217	17011714

China	SkyTop	-	17225214
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