

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM535083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONTROL4 CORPORATION		08/01/2019	Corporation: DELAWARE
WIREPATH HOME SYSTEMS, LLC		08/01/2019	Limited Liability Company: NORTH CAROLINA
SUNBRITETV LLC		08/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent		
Street Address:	600 Washington Blvd., 9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	1404667		
Registration Number:	2912007	TRIAD	
Registration Number:	2912008	TRIAD	
Registration Number:	2967824	CONTROL4	
Registration Number:	3216374	PAKEDGE	
Registration Number:	4070420	CONTROL4 MY HOME	
Registration Number:	4263079	4STORE	
Registration Number:	4402369	CONTROL4	
Registration Number:	4402370	CONTROL 4	
Registration Number:	4402371	4	
Registration Number:	4487470	BAKPAK	
Registration Number:	4524297	4SIGHT	
Registration Number:	4612587	BAKPAK PAKEDGE DEVICE&SOFTWARE INC.	
Registration Number:	4786684	SMARTWAV	
Registration Number:	4786685	STEALTH PORTS	
Registration Number:	4893381	MOCKUPANCY	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4960669	PAKEDGE TRUSTREAM
Registration Number:	4960670	PAKEDGE SECTORMAXX
Registration Number:	5385156	PAKEDGE
Serial Number:	87934808	C4YOURSELF
Serial Number:	87934816	THE ART OF SOUND
Serial Number:	87934817	STATE OF THE SMART
Registration Number:	5458395	OPTIVIEW
Registration Number:	5795629	TRUVISION
Registration Number:	5588209	SUNBRITE
Registration Number:	5708001	PARASOL
Registration Number:	5708002	PARASOL

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

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:	1114171
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/02/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of August 1, 2019, among WIREPATH HOME SYSTEMS, LLC, SUNBRITETV, LLC and CONTROL4 CORPORATION (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 supplemented by that certain Supplement No. 4 to the Security Agreement dated as of the date hereof and as the same may be otherwise 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 pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of an “Amendment to Allege Use” or “Statement to Use” under Sections 1(c) or 1(d) of the Lanham Act with respect thereto, to the extent, if any, that any assignment of an “intent-to-use” trademark application prior to such filing would violate the Lanham Act, 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

SUNBRITETV, LLC, as Grantor

By: 

Name: Michael Carlet

Title: Chief Financial Officer

CONTROL4 CORPORATION, as Grantor

By: 

Name: Michael Carlet

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006711 FRAME: 0426

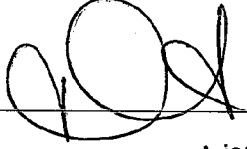
Accepted and agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:

Name:

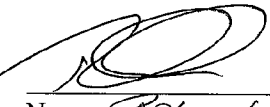
Title:


Darlene Arias
Director

By:

Name:

Title:


Robert Khan
Associate Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Mark Name	Applicant/ Registrant	Application Number	Application Date	Registration Number	Registration Date
[Design Only]	Control4 Corporation	73538098	May 17, 1985	1,404,667	Aug. 12, 1986
TRIAD	Control4 Corporation	76429837	July 10, 2002	2,912,007	Dec. 21, 2004
TRIAD	Control4 Corporation	76429838	July 10, 2002	2,912,008	Dec. 21, 2004
CONTROL4	Control4 Corporation	76528939	July 11, 2003	2,967,824	July 12, 2005
PAKEDGE	Control4 Corporation	78545409	Jan. 11, 2005	3,216,374	Mar. 6, 2007
CONTROL4 MY HOME	Control4 Corporation	85312795	May 4, 2011	4,070,420	Dec. 13, 2011
4STORE	Control4 Corporation	85091165	July 22, 2010	4,263,079	Dec. 25, 2012
CONTROL4	Control4 Corporation	85506532	Dec. 30, 2011	4,402,369	Sept. 17, 2013
CONTROL 4	Control4 Corporation	85506542	Dec. 30, 2011	4,402,370	Sept. 17, 2013
4	Control4 Corporation	85506551	Dec. 30, 2011	4,402,371	Sept. 17, 2013
BAKPAK	Control4 Corporation	85902455	Apr. 12, 2013	4,487,470	Feb. 25, 2014
4SIGHT	Control4 Corporation	85826124	Jan. 17, 2013	4,524,297	May 6, 2014
BAKPAK PAKEDGE DEVICE&S SOFTWARE INC.	Control4 Corporation	86096374	Oct. 21, 2013	4,612,587	Sept. 30, 2014
SMARTWA V	Control4 Corporation	86168812	Jan. 17, 2014	4,786,684	Aug. 4, 2015
STEALTH PORTS	Control4 Corporation	86168872	Jan. 17, 2014	4,786,685	Aug. 4, 2015
MOCKUPA NCY	Control4 Corporation	86212339	Mar. 5, 2014	4,893,381	Jan. 26, 2016
PAKEDGE TRUSTREA M	Control4 Corporation	86168830	Jan. 17, 2014	4,960,669	May 17, 2016

Mark Name	Applicant/ Registrant	Application Number	Application Date	Registration Number	Registration Date
PAKEDGE SECTORMA XX	Control4 Corporation	86168846	Jan. 17, 2014	4,960,670	May 17, 2016
PAKEDGE	Control4 Corporation	87497058	June 20, 2017	5,385,156	Jan. 23, 2018
C4YOURSE LF	Control4 Corporation	87934808	May 4, 2018	N/A	N/A
THE ART OF SOUND	Control4 Corporation	87934816	May 24, 2018	N/A	N/A
STATE OF THE SMART	Control4 Corporation	87934817	May 24, 2018	N/A	N/A
OPTIVIEW	SunBriteTV, LLC	87619449	Sept. 22, 2017	5458395	May 1, 2018
TRUVISION	SunBriteTV, LLC	87900836	Apr. 30, 2018	5795629	July 2, 2019
SUNBRITE	SunBriteTV, LLC	87978451	May 25, 2017	5588209	Oct. 16, 2018
PARASOL	Wirepath Home Systems, LLC	87920078	May 14, 2018	5708001	Mar. 26, 2019
PARASOL	Wirepath Home Systems, LLC	87920105	May 14, 2018	5708002	Mar. 26, 2019