

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ademco Inc.		02/12/2021	Corporation: DELAWARE
Resideo Life Care Solutions LLC		02/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88540766	REZI	
Serial Number:	88646647	REZI	
Registration Number:	1622108		
Registration Number:	2381687	V-PLEX	
Registration Number:	2466640	SPEED BAG	
Registration Number:	2869958	SPEED BOX	
Registration Number:	2932205	CAPTURE	
Registration Number:	3035475	GENESIS	
Registration Number:	4704876		
Registration Number:	5272348	CONNECTED SAVINGS	
Registration Number:	5392559	CONNECTED SAVINGS INTELLIGENCE	
Registration Number:	5254926	CONNECTED SAVINGS	
Registration Number:	5711110	LOADFLEX	
Serial Number:	88046628	RESIDEO	
Serial Number:	88046656	RESIDEO	
Registration Number:	3667302	LIFESTREAM	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 88540766

Fax Number:

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Jennifer Tindie
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:	1326074 TM
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	02/16/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of February 12, 2021 (this "Agreement"), between Resideo Life Care Solutions LLC, a Delaware limited liability company, Ademco Inc., a Delaware corporation (the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Collateral Agreement dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended Collateral Agreement"), among Holdings, U.S. HoldCo 1, U.S. HoldCo 2, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended Credit Agreement or the Amended Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Amended Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Amended Collateral Agreement, did and hereby does grant to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property (including, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the Amended Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the Amended Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Amended Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Amended Collateral Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Amended Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Amended Collateral Agreement, the terms of the Amended Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

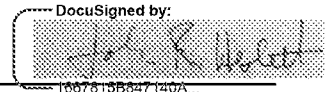
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

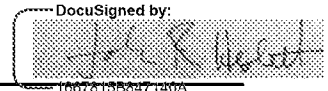
ADEMCO INC.,
as Grantor

By: _____
Name: John Heskett
Title: President and Treasurer



RESIDEO LIFE CARE SOLUTIONS LLC,
as Grantor

By: _____
Name: John Heskett
Title: Treasurer



JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: James Shender
Title: Executive Director

SCHEDULE I

Trademarks & Trademark Applications¹

Application Number	Trademark Number	Title
88540766	NONE	REZI
88646647	NONE	REZI
73597917	1622108	
75178745	2381687	V-PLEX
75860890	2466640	SPEED BAG
76173732	2869958	SPEED BOX
76186605	2932205	CAPTURE
78511450	3035475	GENESIS
86130034	4704876	
87043552	5272348	CONNECTED SAVINGS
87158940	5392559	CONNECTED SAVINGS INTELLIGENCE
87245488	5254926	CONNECTED SAVINGS
87764221	5711110	LOADFLEX
88046628	NONE	RESIDEO
88046656	NONE	RESIDEO
77308599	3667302	LIFESTREAM

¹ To the extent any of the Trademark Applications are intent-to-use applications, the security interest will not apply until they are no longer Excluded Personal Property under the Amended Collateral Agreement.