

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connected Living Technology, LLC		03/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Administrative Agent		
Street Address:	303 West Madison St., Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3799552	CONNECTED LIVING	
Registration Number:	4488702	CONNECTED LIVING	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergekohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7793.034		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	03/10/2023		
Total Attachments: 6			
source=Connected Living Trademark Security Agreement (Trademark Assignment re Connected Living LLC)#page1.tif			

OP \$65.00 3799552

source=Connected Living Trademark Security Agreement (Trademark Assignment re Connected Living LLC)#page2.tif

source=Connected Living Trademark Security Agreement (Trademark Assignment re Connected Living LLC)#page3.tif

source=Connected Living Trademark Security Agreement (Trademark Assignment re Connected Living LLC)#page4.tif

source=Connected Living Trademark Security Agreement (Trademark Assignment re Connected Living LLC)#page5.tif

source=Connected Living Trademark Security Agreement (Trademark Assignment re Connected Living LLC)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2023, is made by each of the "Grantors" signatory hereto (each, a "Grantor", and collectively, the "Grantors"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SENTRICS HOLDINGS, LLC, a Delaware limited liability company, SENTRICS, INC., a Delaware corporation, ALLEN TECHNOLOGIES, INC., a California corporation, STELLAR PRIVATE CABLE SYSTEMS, INC., an Ohio corporation, CISCOR, INC., a Delaware corporation, SILVERSPHERE, LLC, a Delaware limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of December 13, 2021 in favor of the Administrative Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of Grantors' Intellectual Property, including, without limitation, the Trademark Collateral (as defined below), and the Security Agreement requires that each Grantor execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to a Trademark Security Agreement dated as of October 26, 2022 among the Grantors in favor of Administrative Agent (the "Prior Trademark Security Agreement"), a further written agreement was executed to confirm that U.S. Registration No. 4,488,702 (the "'702 Registration") is owned by the Grantors, and this Trademark Security Agreement is being signed out of an abundance of caution to confirm and ratify Administrative Agent's existing and continued security interest in the '702 Registration and all other Trademark Collateral (as defined below) under the Prior Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured

Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks , including, without limitation, those referred to on Schedule 1 hereto, but not including any "intent to use" Trademark applications for which a statement of use has not been filed;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes the Administrative Agent to modify, with such Grantor's prior written consent, this Trademark Security Agreement by amending Schedule 1 to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature

page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the terms and conditions of this Agreement are subject in all respects to that certain Intercreditor Agreement dated as of the date hereof by and between the ABL Agent, the Administrative Agent, and as acknowledged by Sentric, Inc., Allen Technologies, Inc., Stellar Private Cable Systems, Inc., CISCOR, Inc. and Silversphere, LLC, as borrowers, and the other parties thereto (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). To the extent that any of the terms or provisions hereof are inconsistent with any of the terms or provisions set forth in the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail and control.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

Very truly yours,

**CONNECTED LIVING TECHNOLOGY,
LLC**, a Delaware limited liability company

By: 

Name: Eric Winkle

Title: Vice President

ACKNOWLEDGED AND AGREED

as of the date first above written:

MARANON CAPITAL, L.P., as
Administrative Agent

By: 


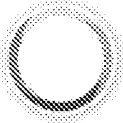
Name: Rommel Garcia

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

OWNER	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
Connected Living Technology, LLC	CONNECTED LIVING	77978465	3799552	06/08/2010
Connected Living Technology, LLC	CONNECTED LIVING	77747321	4488702	02/25/2014
Connected Living Technology, LLC	 CONNECTED LIVING	N/A	No registration	N/A
Connected Living Technology, LLC		N/A	No registration	N/A

2. TRADEMARK APPLICATIONS

None.