

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM829214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SB IP Holdings LLC		08/03/2023	Limited Liability Company: DELAWARE
Skybell Technologies, Inc.		08/03/2023	Corporation: NEVADA
Skybell Technologies IP, LLC		08/03/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Star Mountain Diversified Credit Income Fund III, LP
Street Address:	140 East 45th Street
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86571649	ALWAYS BE HOME
Serial Number:	97623987	SAFETY, SECURITY & TRUST
Registration Number:	6069719	CHIME
Registration Number:	6085937	THE CONNECTED HOME STARTS AT THE FRONT D
Registration Number:	6216915	THE EYES TO THE SMART HOME
Registration Number:	6069663	GO ANYWHERE DO ANYTHING

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy Pecsenye (KH 154502-01007)

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

OP \$165.00 86571649

ATTORNEY DOCKET NUMBER:	154502-01007
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/03/2023

Total Attachments: 14

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**PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 3rd day of August, 2023, by the Persons listed on the signature pages hereof (collectively and individually, “Company”), and delivered to STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, having a mailing address of c/o Star Mountain Capital, LLC, Two Grand Central Tower, 140 East 45th Street, 37th Floor, New York, New York 10017, as agent (“Agent”) for the lenders identified in the Loan Agreement, as that term is defined below (the lenders, together with each of their successors and assigns, each individually a “Lender” and collectively the “Lenders”).

BACKGROUND

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Borrowers under that certain Term Loan and Security Agreement, dated as of December 13, 2019 (as amended, restated, amended and restatement, supplemented, replaced or otherwise modified from time to time, the “Loan Agreement”), by and among SKYBELL TECHNOLOGIES, INC., a Nevada corporation (“SkyBell”), SKYBELL TECHNOLOGIES IP, LLC, a Delaware limited liability company (“SkyBell IP”), SB IP HOLDINGS LLC (“SB IP”), Agent and each of the financial institutions identified as Lenders on Schedule 1.2(b) to the Loan Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has filed applications for and/or obtained registrations of the patents, if any, (collectively, the “Patents”); trademarks and service marks, if any, (collectively, “Trademarks”); and copyrights, if any, which have been federally registered (collectively, the “Copyrights”); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, and Copyrights hereinafter referred to as the “Assets”).

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Agent, for the benefit of Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:

- (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of each Company’s knowledge, without investigation, each of the Assets for which a registration has been secured is valid and enforceable;
- (c) To the best of each Company’s knowledge, without investigation, the Company listed on **Schedule A** as the owner of each Asset (the “Applicable Company”) is the sole and exclusive

owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Applicable Company not to sue third persons except for Permitted Liens and any intercompany license by and between any Company as identified on Schedule 5.13(a) to the Loan Agreement; Applicable Company has the power to transfer the Assets with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens or encumbrances of any kind;

(d) Each Company has the unqualified corporate or organizational right, power and authority to enter into this Agreement and perform its terms including the authority to grant a security interest hereunder;

(e) The Assets listed on Schedule A constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by either Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, either Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended Schedule A.

3. Company shall: (i) perform all of its obligations under or in connection with the Assets in accordance with customary business practices, (ii) not alter or permit the alteration of any material portion (individually or collectively) of the Assets, (iii) not do or permit any act which would impair any material portion of the Assets, (iv) except as expressly permitted, not sell, convey, assign or otherwise dispose of, or grant any option to, any of the Collateral, and (v) reasonably maintain in good condition all of the records with respect to the Assets.

4. Company shall not enter into any agreement or take any other action, that would restrict the transferability of any of the Assets or otherwise impair or conflict with its obligations or the rights of the Agent or Lenders hereunder.

5. So long as an Event of Default has not occurred and is continuing under the Loan Agreement, the Applicable Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Agent and Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. If and while an Event of Default exists and is continuing under the Loan Agreement, each Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Company's true and lawful attorney-in-fact, with the power to endorse such Company's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as

Exhibit 1. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

8. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement and the Other Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

9. Upon Borrowers' performance of all of the obligations under the Loan Agreement and the Other Documents and full and unconditional satisfaction of all Obligations (other than the Inchoate Obligations), Agent shall execute and deliver to the Applicable Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent or any Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

11. The Applicable Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Applicable Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Each Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

12. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of either Company hereunder, in either Company's name or in Agent's name, but at Company's expense, and each Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent or any Lender in protecting, defending and maintaining the Assets.

13. No course of dealing between any or all Borrowers and Agent or any Lender nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Other Documents, or by any other future agreements between any or all Borrowers and Agent or any Lender or by law, shall be

cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


16. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

17. **Each Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Other Documents.**


[Signature Page Follows]

Dated the date and year first written above.


SKYBELL TECHNOLOGIES, INC.

By: 
Name: Giovanni Tomaselli
Title: President

SKYBELL TECHNOLOGIES IP, LLC

By: 
Name: Giovanni Tomaselli
Title: President and Secretary

SB IP HOLDINGS LLC

By: 
Name: Giovanni Tomaselli
Title: President and Secretary

[Signatures Continued on Following Page]

Approved and Accepted:

**STAR MOUNTAIN DIVERSIFIED CREDIT
INCOME FUND III, LP**

By:  _____

Name: Brett Hickey

Title: Authorized Signatory

SCHEDULE A

TRADEMARKS:

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
ALWAYS BE HOME	USA	SkyBell Technologies, Inc.	(3/20/2015)	(86571649)
SAFETY, SECURITY & TRUST	USA	Skybell Technologies IP, LLC	(10/7/2022)	(97623987)
CHIME	USA	SkyBell Technologies IP, LLC	6/2/2020	6069719
THE CONNECTED HOME STARTS AT THE FRONT DOOR	USA	SkyBell Technologies IP, LLC	6/23/2020	6085937
THE EYES TO THE SMART HOME	USA	SkyBell Technologies IP, LLC	12/8/2020	6216915
GO ANYWHERE DO ANYTHING	USA	SkyBell Technologies IP, LLC	6/2/2020	6069663

PATENTS:

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)
Communication and Monitoring System	USA	SB IP Holdings LLC	10/18/2022	11477417
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	5/2/2023	11641452
SMART LOCK SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	7/12/2022	11386730
GARAGE DOOR COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	7/12/2022	11388373
DOORBELL COMMUNITIES	USA	SkyBell Technologies IP, LLC	5/16/2023	11651665
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	2/7/2023	11575537
COMMUNICATION AND MONITORING SYSTEM	USA	SB IP Holdings LLC	(4/23/2012)	(13453100)
Communication and Monitoring System	USA	SB IP Holdings LLC	10/18/2022	11477417
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies, Inc.	(11/12/2019)	(16681202)
DOORBELL	USA	SkyBell Technologies IP, LLC	2/21/2023	D978701
LIGHT SOCKET CAMERA	USA	SkyBell Technologies IP, LLC	9/6/2022	D963015
DOORBELL COMMUNICATIONS	USA	SkyBell	(8/12/2022)	(17887334)

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)
SYSTEMS AND METHODS		Technologies IP, LLC		
DOORBELL COMMUNICATIONS SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(11/9/2022)	(18054129)
LIGHT SOCKET SURVEILLANCE SYSTEMS	USA	SkyBell Technologies IP, LLC	(9/22/2022)	(17950982)
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(6/10/2022)	(17837519)
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(8/1/2022)	(17878721)
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(7/13/2022)	(17864347)
DOORBELL COMMUNICATIONS SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(7/12/2022)	(17863325)
DOORBELL PACKAGE DETECTION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(6/10/2022)	(17837655)
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(5/20/2022)	(17750163)
DOORBELL COMMUNICATION SYSTEMS AND METHODS	USA	SkyBell Technologies IP, LLC	(6/17/2022)	(17843947)
POWER OUTLET CAMERAS	USA	SkyBell Technologies IP, LLC	(6/30/2022)	(17855785)

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)
GARAGE DOOR COMMUNICATION SYSTEMS AND METHODS	USA	Sky Bell Technologies IP, LLC	(7/8/2022)	(17861147)
COMMUNICATION AND MONITORING SYSTEM	USA	SB IP Holdings LLP	(10/17/2022)	(17967516)
COMMUNICATION AND MONITORING SYSTEM	USA	SB IP Holdings LLC	(7/23/2014)	(14338525)

COPYRIGHTS:

NONE

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

WHEREAS, _____, a _____
 (“Grantor”), is the registered owner of the assets listed on **Schedule A** attached hereto and made a part
 hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at
 _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby
 acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does
 hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the
 terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of August [5], 2022,
 between Grantor and STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, all of its
 present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill
 associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights
 Assignment to be executed as of the ____ day of _____, 20__.

By: _____
 Attorney-in-fact

Witness: _____

POWER OF ATTORNEY

SKYBELL TECHNOLOGIES, INC., a Nevada corporation ("Grantor"), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor, SKYBELL TECHNOLOGIES IP, LLC, a Delaware limited liability company, SB IP HOLDINGS LLC, a Delaware limited liability company and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

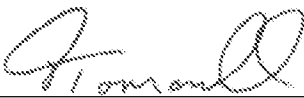
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 3rd day of August, 2023.

SKYBELL TECHNOLOGIES, INC.

By: 
Name: Giovanni Tomaselli
Title: President

POWER OF ATTORNEY

SKYBELL TECHNOLOGIES IP, LLC ("Grantor"), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and among Grantor, SKYBELL TECHNOLOGIES, INC., a Nevada corporation, SB IP HOLDINGS LLC, a Delaware limited liability company, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

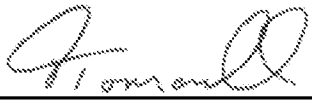
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IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 3rd day of August, 2023.

SKYBELL TECHNOLOGIES IP, LLC

By: 
Name: Giovanni Tomaselli
Title: President and Secretary

POWER OF ATTORNEY

SB IP HOLDINGS LLC ("Grantor"), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and among Grantor, SKYBELL TECHNOLOGIES, INC., a Nevada corporation, SKYBELL TECHNOLOGIES IP, LLC, a Delaware limited liability company, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

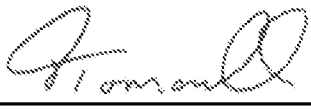
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

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IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 3rd day of August, 2023.

SB IP HOLDINGS LLC

By: 
Name: Giovanni Tomaselli
Title: President and Secretary