

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Chamberlain Group LLC		01/26/2024	Limited Liability Company: DELAWARE
Systems, LLC		01/26/2024	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as collateral agent		
Street Address:	1700 LINCOLN STREET, THIRD FLOOR, MAC C7300-033		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7283538	UNICHOCK	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	khadijah sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2245203		
NAME OF SUBMITTER:	Dahlia Gottlieb		
SIGNATURE:	/Dahlia Gottlieb/		
DATE SIGNED:	01/26/2024		
Total Attachments: 7			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of January 26, 2024, by The Chamberlain Group LLC and Systems, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of November 3, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this First Lien Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this First Lien Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this First Lien Trademark Security Agreement, the Liens created under the Security Agreement and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this First Lien Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]


Additional Grantor:

Systems, LLC (Limited Liability Company, Wisconsin)


THE CHAMBERLAIN GROUP LLC

By: 
Name: John Lausas
Title: Vice President, Corporate Controller
and Treasurer

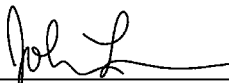
SYSTEMS, LLC

By: 
Name: John Lausas
Title: Vice President, Corporate Controller
and Treasurer

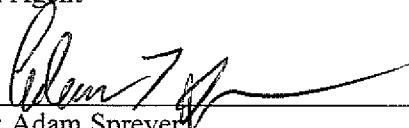
THE CHAMBERLAIN GROUP LLC

By: 
Name: John Lausas
Title: Vice President, Corporate Controller
and Treasurer

SYSTEMS, LLC

By: 
Name: John Lausas
Title: Vice President, Corporate Controller
and Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Adam Spreyer
Title: Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008329 FRAME: 0439

Schedule I

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
UNICHOCK	97546605	Aug. 12, 2022	7283538	Jan. 23, 2024	Systems, LLC