

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3727706

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
HEATHCO LLC		01/11/2016
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90404	
PROPERTY NUMBERS Total: 54		
Property Type	Number	
Application Number:	14806763	
Application Number:	13757002	
Application Number:	29487763	
Application Number:	14198292	
Application Number:	14867668	
Application Number:	14496622	
Application Number:	14509577	
Patent Number:	5598066	
Patent Number:	5626417	
Patent Number:	5649761	
Patent Number:	5894262	
Patent Number:	6323488	
Patent Number:	6747275	
Patent Number:	6775523	
Patent Number:	6940016	
Patent Number:	7085534	
Patent Number:	7109880	
Patent Number:	7148628	
Patent Number:	7180021	
Patent Number:	RE44745	

PATENT

Property Type	Number
Patent Number:	D720093
Patent Number:	D718491
Patent Number:	D708388
Patent Number:	D735927
Patent Number:	8682252
Patent Number:	8565469
Patent Number:	D690673
Patent Number:	8517572
Patent Number:	D676346
Patent Number:	8277071
Patent Number:	8158922
Patent Number:	8055200
Patent Number:	8049639
Patent Number:	8035513
Patent Number:	7936276
Patent Number:	7934854
Patent Number:	7880394
Patent Number:	7876056
Patent Number:	7750804
Patent Number:	7714243
Patent Number:	7656308
Patent Number:	7641366
Patent Number:	7576292
Patent Number:	7397386
Patent Number:	7365637
Patent Number:	5747937
Patent Number:	5757004
Patent Number:	5541826
Patent Number:	5560101
Patent Number:	5562357
Patent Number:	5576690
Patent Number:	5579192
Patent Number:	5600552
Patent Number:	5638047

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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.

PATENT

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Correspondent Name: MORGAN, LEWIS & BOCKIUS LLP
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ATTORNEY DOCKET NUMBER:	058438-0583
NAME OF SUBMITTER:	JENNIFER C. EVANS
SIGNATURE:	/jce/
DATE SIGNED:	02/04/2016

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 11th day of January 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **HEATHCO HOLDING CORP.**, a Delaware corporation (“Parent”), **HEATHCO LLC**, a Delaware limited liability company (“Heathco”, and together with each other Person that becomes a party to the Credit Agreement as a “Borrower” in accordance with its terms, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective permitted successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

all of its Patents including those referred to on Schedule I;

all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE


PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HEATHCO LLC,
a Delaware limited liability company

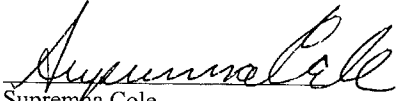
By: 
Name: Russ Roenick
Title: President

[Signature page to U.S. Patent Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Supremia Cole
Title Vice President

[Signature page to U.S. Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

1. HeathCo LLC owns the following pending United States patent applications:

App/Pub. Number	Title	Status
App. No. 14/806763	INTEGRATED HOME LIGHTING AND NOTIFICATION SYSTEM	Pending; Filed July 23, 2015
App. No. 13/757002	Lighting System to Facilitate Remote Modification of a Light Fixture Modifiable Operating Parameter	Pending; Filed February 1, 2013 Response to Office action filed June 10, 2015
App. No. 29/487763	Light	Pending; Allowed; Issue fee paid October 30, 2015 Issued December 8, 2015 as U.S. Design Pat. No. D745201
No. 14/867,668 App. 14/198,292	ELECTRICAL FIXTURE SECURED TO A JUNCTION BOX VIA A COVER PLATE HAVING AN ELECTRICAL CONNECTOR	Pending; filed September 28, 2015 Issued at U.S. Pat. No. 9172199 on 10/27/15; Divisional application filed 9/28/15: 14/867,668
US2015/0109111 App. 14/496,622	Wireless Door Chime	Pending; Published April 23, 2015; Non-Final Rejection mailed October 1, 2015
US2015/0131285 App. 14/509,577	Integrated Multiple Light Head	Pending; Published May 14, 2015

1. HeathCo LLC owns the following United States patents:

Patent Number	Title	Status
5598066	Two-Level Security Lighting System	Issued; January 28, 1997
5626417	Motion Detector Assembly For Use With A Decorative Coach Lamp	Issued; May 6, 1997
5649761	Motion Detector With Side-Pivoting Light Fixture	Issued; July 22, 1997
5894262	Electronic Doorbell With Reversible Diode	Issued; April 13, 1999
6323488	Adjustable Motion Sensing Apparatus	Issued; November 27, 2001
6747275	Motion Sensing System Having Short Range Capability	Issued; June 8, 2004
6775523	Wireless Transmitter and Doorbell System	Issued; August 10, 2004
6940016	Electrical Rough-In Box for Low Voltage Transformer	Issued; September 6, 2005
7085534	Wireless Transmitter and Doorbell System	Issued; August 1, 2006
7109880	Ceiling Mount Light With 360-Degree Motion Sensor	Issued; September 19, 2006
7148628	Photosensitive Control With Dynamic	Issued; December 12, 2006

Patent Number	Title	Status
	Calibration	
7180021	LED Illuminated Door Chime Push Button WITH ADJUSTABLE TASK LIGHT	Issued; February 20, 2007
RE44745	System and Method for Transmitting signals to An Appliance	Issued; February 4, 2014
D720093	Curved Light Fixture	Issued; December 23, 2014
D718491	Light	Issued; November 25, 2014
D708388	Curved Light Fixture	Issued; July 1, 2014
D735927	Curved Light Fixture	Issued; August 4, 2015
9172199	Electrical Fixture Connection	Issued; October 27, 2015
8682252	System and Method for Transmitting Signals to an Appliance	Issued; March 25, 2014
8565469	Apparatus Pertaining to a Cover-Attachment Assembly for Use with an Audio-Annunciating Housing	Issued; October 22, 2013
D690673	Audio Enunciator Cover Frame	Issued; October 1, 2013
8517572	Method and Apparatus Pertaining to a Cone-Shaped Lens in Combination with a Lateral Member	Issued; August 27, 2013
D676346	Audio Enunciator Housing	Issued; February 19, 2013
8277071	Wall-Mountable Light Fixture Providing Light Having a Particular Directionality	Issued; October 2, 2012
8158922	Method and Apparatus for a Light Fixture Having Security Light and Permanently Mounted Wall-Washing LEDs	Issued; April 17, 2012
8055200	System and Method for Transmitting Signals to an Appliance	Issued; November 8, 2011
8049639	Ceiling Mount Light with 360-Degree Motion Sensor	Issued; November 1, 2011
8035513	Wireless Variable Illumination Level Lighting System	Issued; October 11, 2011
7936276	Method and Apparatus to Facilitate Light Source Flashing	Issued; May 3, 2011
7934854	Light Fixture with Optional Animate Object Detector and Heat Sink	Issued; May 3, 2011
7880394	Lighting System to Facilitate Remote Modification of a Light Fixture Modifiable Operating Parameter	Issued; February 1, 2011
7876056	Multiple Sensor Variable Illumination Level Lighting System	Issued; January 25, 2011
7750804	Multiple Sensor Lighting System	Issued; July 6, 2010
7714243	Push Button Doorbell Switch Apparatus	Issued; May 11, 2010
7656308	AC Powered Wireless Control 3-way Light Switch Transmitter	Issued; February 2, 2010
7641366	Dual Mount Lantern	Issued; January 5, 2010
7576292	LED Illuminated Door Chime Push Button With Adjustable Task Light	Issued; August 18, 2009

Patent Number	Title	Status
7397386	Ceiling Mount Light With 360-Degree Motion Sensor	Issued; July 8, 2008
7365637	Reversible Diode Doorbell Detection Circuit	Issued; April 29, 2008 Unreleased Security Interest from Desa IP to Merrill Lynch
5747937	Two-Level Security Lighting System	Issued; May 5, 1998
5757004	Motion Detector With External Range Adjustment	Issued; May 26, 1998
5541826	Quartz Lamp With Quick-Release Arrangement For Bulb Replacement	Issued; July 30, 1996
5560101	Method Of Installing An Electrical Device On An Electrical Junction Box	Issued; October 1, 1996
5562357	Snap-Fit Ball Joint	Issued; October 8, 1996
5576690	Combined Audible And Visual Signaling Device	Issued; November 19, 1996
5579192	Thyristor Power Control Circuit	Issued; November 26, 1996
5600552	Direct Current Power Supply For Use In Series With A Load In An Alternating Current Circuit	Issued; February 4, 1997
5638047	Sound Activated Transmitter	Issued; June 10, 1997

2. HeathCo LLC owns the following pending Canadian patent applications:

App./Pub Number	Title	Status
2898528	INTEGRATED HOME LIGHTING AND NOTIFICATION SYSTEM	Pending; Filed July 24, 2015
2845210	Electrical Fixture Connection	Pending; Filed March 7, 2014
2720960	Apparatus Pertaining to a Cover-Attachment Assembly for Use with an Audio-Annunciator Housing	Pending; Filed November 12, 2010
2549920	MP3 Doorbell Chime System	Pending; Filed June 9, 2006
2541796	LED Illuminated Door Chime Push Button with Adjustable Task	Pending; Filed April 5, 2006

3. HeathCo LLC owns the following Canadian patents:

Patent Number	Title	Status
2607033	Wireless Variable Illumination Level Lighting System	Issued; May 7, 2013 Annuity payment due: October 19, 2015 HeathCo LLC does not plan to maintain the patent
2513984	Photosensitive Control with Dynamic Calibration	Issued; January 22, 2013 Annuity payment due: July 28, 2015 HeathCo LLC does not plan to maintain the patent
2220482	Sound Activated Transmitter	Issued; July 31, 2001

Patent Number	Title	Status
2228761	Motion Detector with Side-Pivoting Light Fixture	Issued; April 15, 2003
2172068	Wide-Angle Motion Detector with Close-In Reflector	Issued; September 7, 1999
2145059	Combined Audible and Visual Signaling Device	Issued; February 3, 1998