

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4197692

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
WIREPATH HOME SYSTEMS, LLC		12/21/2016
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Patent Number:	9062816	
Patent Number:	8697990	
Patent Number:	9131619	
Patent Number:	9370117	
Patent Number:	D703466	
Patent Number:	D743190	
Patent Number:	D723603	
Patent Number:	D743969	
Patent Number:	D767577	
Patent Number:	D747724	
Patent Number:	D723308	
Application Number:	15046128	
Application Number:	14477107	
Application Number:	29549013	
Application Number:	14454889	
Application Number:	29529777	
Application Number:	15083945	
Application Number:	15294012	
Application Number:	15293976	

CORRESPONDENCE DATA**Fax Number:** (312)993-9767

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: 3129932647**Email:** zeynep.gieseke@lw.com**Correspondent Name:** ZEYNEP GIESEKE**Address Line 1:** 330 N. WABASH AVENUE, SUITE 2800**Address Line 2:** LATHAM & WATKINS LLP**Address Line 4:** CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0071
NAME OF SUBMITTER:	ZEYNEP GIESEKE
SIGNATURE:	/zg/
DATE SIGNED:	12/22/2016

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made as of December 21, 2016 between the Grantor listed on the signature page hereof (the "Grantor") and ANTARES CAPITAL LP, as Collateral Agent (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2016 (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among WIREPATH HOME SYSTEMS, LLC, a North Carolina limited liability company (the "Borrower"), WIREPATH HOME SYSTEMS HOLDCO LLC, a Delaware limited liability company ("Holdings"), and the several banks and other financial institutions or entities from time to time party thereto (the "Lenders") and ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent that certain Guarantee and Collateral 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 "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to Collateral Agent 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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

- (a) all of the Grantor's Patents referred to on Schedule I hereto; and
- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the foregoing, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by the Borrower, the Grantor or the other Loan Parties, to the Collateral Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of 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, and shall become effective as provided in Section 7.04 of the Guarantee and Collateral Agreement. Delivery of an executed signature page to this Patent Security Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

6. Applicable Law. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

7. CONSTRUCTION. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS.]

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

GRANTOR:

WIREPATH HOME SYSTEMS, LLC

By: 

Name: Michael Carlet

Title: Chief Financial Officer

COLLATERAL AGENT:

ANTARES CAPITAL LP, as Collateral Agent

By: _____

Name: _____

Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

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

GRANTOR:

WIREPATH HOME SYSTEMS, LLC

By: _____
Name: Michael Carlet
Title: Chief Financial Officer

COLLATERAL AGENT:

ANTARES CAPITAL LP, as Collateral Agent

By: Steve Rubinstein
Name: Steve Rubinstein
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT¹

Owner	Title	Reg. No. or Appln. No.	Reg. or Appln. Date	Status
WirePath Home Systems, LLC	Tilt head assemblies and methods of using the same	9,062,816	6/23/2015	Issued
WirePath Home Systems, LLC	Power products with selectable mounting and related assemblies and kits	8,697,990	4/15/2014	Issued
WirePath Home Systems, LLC	Devices with selectable mounting and related assemblies and kits	9,131,619	9/8/2015	Issued
WirePath Home Systems, LLC	Recessed equipment boxes and related assemblies and methods	9,370,117	6/14/2016	Issued
WirePath Home Systems, LLC	Floor standing rack	D703,466	4/29/2014	Issued
WirePath Home Systems, LLC	Floor standing rack	D743,190	11/17/2015	Issued
WirePath Home Systems, LLC	Surveillance camera	D723,603	3/3/2015	Issued
WirePath Home Systems, LLC	Single arm articulating mount for an electronic display	D743,969	11/24/2015	Issued

¹ An asterisk beside an application signals that a Notice of Allowance for this application has been received and/or the issue fee for this patent has been paid, but the application has not yet issued as a patent (expected to occur about three weeks after paying the issue fee).

Owner	Title	Reg. No. or Appln. No.	Reg. or Appln. Date	Status
WirePath Home Systems, LLC	Single arm articulating mount for an electronic display	D767,577	9/27/2016	Issued
WirePath Home Systems, LLC	Dual arm articulating mount for an electronic display	D747,724	1/19/2016	Issued
WirePath Home Systems, LLC	Extendable and versatile rack	D723,308	3/3/2015	Issued
WirePath Home Systems, LLC	Recessed equipment boxes and related assemblies and methods	15/046,128	2/17/2016	Pending
WirePath Home Systems, LLC	Surveillance cameras with test ports and related systems and methods*	14/477,107	9/4/2014	See footnote 1
WirePath Home Systems, LLC	Dual arm articulating mount for an electronic display	29/549,013	12/18/2015	Pending
WirePath Home Systems, LLC	Versatile racks and related assemblies and methods*	14/454,889	8/8/2014	See footnote 1
WirePath Home Systems, LLC	Enclosure door	29/529,777	6/10/2015	Pending
WirePath Home Systems, LLC	Media enclosures and related assemblies and systems	15/083,945	3/29/2016	Pending
WirePath Home Systems, LLC	Display mounts and related assemblies and methods	15/294,012	10/14/2016	Pending

Owner	Title	Reg. No. or Appln. No.	Reg. or Appln. Date	Status
WirePath Home Systems, LLC	Projection screens and related systems and methods	15/293,976	10/14/2016	Pending