PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4536829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WIREPATH HOME SYSTEMS, LLC	08/04/2017
AUTONOMIC CONTROLS, INC.	08/04/2017

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT	
Street Address:	600 WASHINGTON BLVD	
Internal Address:	9TH FLOOR	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	

PROPERTY NUMBERS Total: 24

THOI EITH NOMBERO TOWN. 24			
Property Type	Number		
Application Number:	15046128		
Application Number:	29529777		
Application Number:	15083945		
Application Number:	15294012		
Application Number:	15293976		
Application Number:	29577466		
Application Number:	29577463		
Application Number:	29577460		
Application Number:	15232053		
Application Number:	14732946		
Patent Number:	9062816		
Patent Number:	8697990		
Patent Number:	9131619		
Patent Number:	9370117		
Patent Number:	D703466		
Patent Number:	D743190		
Patent Number:	D723603		
Patent Number:	9591299		

PATENT REEL: 043205 FRAME: 0199

504490127

Property Type	Number
Patent Number:	D743969
Patent Number:	D767577
Patent Number:	D747724
Patent Number:	D788783
Patent Number:	9538841
Patent Number:	D723308

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171834
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/04/2017

Total Attachments: 7

source=#89955160v1 - (Crackle - Patent Security Agreement)#page2.tif source=#89955160v1 - (Crackle - Patent Security Agreement)#page3.tif source=#89955160v1 - (Crackle - Patent Security Agreement)#page4.tif source=#89955160v1 - (Crackle - Patent Security Agreement)#page5.tif source=#89955160v1 - (Crackle - Patent Security Agreement)#page6.tif source=#89955160v1 - (Crackle - Patent Security Agreement)#page7.tif source=#89955160v1 - (Crackle - Patent Security Agreement)#page8.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "<u>Patent Security Agreement</u>"), dated as of August 4, 2017, among WIREPATH HOME SYSTEMS, LLC and AUTONOMIC CONTROLS, INC. (each, a "<u>Grantor</u>"), and UBS AG, STAMFORD BRANCH, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "<u>Collateral Agent</u>").

- A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of August 4, 2017 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") among CRACKLE PURCHASER CORP., a Delaware limited liability company, CRACKLE MERGER SUB I CORP., a Delaware corporation, as the initial Borrower, which on the Closing Date shall be merged with and into an entity to be renamed WIREPATH LLC, a Delaware limited liability company (with the entity to be renamed WIREPATH LLC as the surviving entity and the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof, and the Collateral Agent.
- B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Patent Security Agreement, including terms defined in the preamble and recitals hereto.
- C. Pursuant to Section 4.4(e) of the Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this Patent Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office.

Accordingly, the Collateral Agent and each Grantor agree as follows:

- SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Patent registrations and applications and exclusive licenses thereof, set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Patent Collateral").
- SECTION 2. <u>Security for First Lien Obligations</u>. The grant of a security interest in the Patent Collateral by each Grantor under this Patent Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.
- SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located at the United States Patent and Trademark Office to record this Patent Security Agreement.
- SECTION 4. <u>Grants, Rights and Remedies</u>. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. <u>Severability</u>. Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Patent Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Patent Security Agreement as of the day and year first above written.

WIREPATH HOME SYSTEMS, LLC, as Grantor

Ву:

Name: Michael Carlet

Title: Chief Financial Officer and Secretary

[Signature Page to Patent Security Agreement]

PATENT

REEL: 043205 FRAME: 0203

AUTONOMIC CONTROLS, INC.

By:

Name: Michael Carlet

Title: Chief Financial Officer and Secretary

[Signature Page to Patent Security Agreement]

PATENT

REEL: 043205 FRAME: 0204

Accepted and agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:

Name: Darlene Arias Title: Director

By:

Name: Craig Pearson
Title: Associate Director

[Signature Page to Patent Security Agreement]

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

	Registered Owner/Grantor	Title	Application No.	Patent No.
	Wirepath Home Systems, LLC	TILT HEAD ASSEMBLIES AND METHODS OF USING THE SAME	13/734,191	9,062,816
2	Wirepath Home Systems, LLC	POWER PRODUCTS WITH SELECTABLE MOUNTING AND RELATED ASSEMBLIES AND KITS	13/547,593	8,697,990
3	Wirepath Home Systems, LLC	Devices with Selectable Mounting and Related Assemblies and Kits	14/224,918	9,131,619
4	Wirepath Home Systems, LLC	Recessed Equipment Boxes and Related Assemblies and Methods	13/966,877	9,370,117
5	Wirepath Home Systems, LLC	Recessed Equipment Boxes and Related Assemblies and Methods	15/046,128	
6	Wirepath Home Systems, LLC	FLOOR STANDING RACK	29/468,074	D703,466
7	Wirepath Home Systems, LLC	Floor Standing Rack	29/468,099	D743,190
${8}$	Wirepath Home Systems, LLC	Surveillance Camera	29/466,303	D723,603
9	Wirepath Home Systems, LLC	Surveillance Cameras with Test Ports and Related Systems and Methods	14/477,107	9,591,299
10_	Wirepath Home Systems, LLC	Single Arm Articulating Mount for An Electronic Display	29/469,952	D743,969
11_	Wirepath Home Systems, LLC	Single Arm Articulating Mount for An Electronic Display	29/541,039	D767,577
12	Wirepath Home Systems, LLC	Dual Arm Articulating Mount for an Electronic Display	29/477,250	D747,724
13_	Wirepath Home Systems, LLC	Dual Arm Articulating Mount for an Electronic Display	29/549,013	D788,783
14_	Wirepath Home Systems, LLC	VERSATILE RACKS AND RELATED ASSEMBLIES AND METHODS	14/454,889	9,538,841
15_	Wirepath Home Systems, LLC	EXTENDABLE AND VERSATILE RACK	29/498,845	D723,308
<u>16</u>	Wirepath Home Systems, LLC	Enclosure Door	29/529,777	
<u>17</u>	Wirepath Home Systems, LLC	Media Enclosures and Related Assemblies and Systems	15/083,945	
18_	Wirepath Home Systems, LLC	DISPLAY MOUNTS AND RELATED ASSEMBLIES AND METHODS	15/294,012	
19	Wirepath Home Systems, LLC	PROJECTION SCREENS AND RELATED SYSTEMS AND METHODS	15/293,976	

20_	Wirepath Home Systems, LLC	TELEVISION	29/577,466	
21_	Wirepath Home Systems, LLC	TELEVISION	29/577,463	
22_	Wirepath Home Systems, LLC	TELEVISION	29/577,460	
23_	Wirepath Home Systems, LLC	SYSTEM AND METHOD FOR GROUPING AND CONFIGURING SECURITY CAMERAS	15/232,053	
24_	Autonomic Controls, Inc.	System and method for providing related digital content	14/732,946	

RECORDED: 08/04/2017