

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8405384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
THE CHAMBERLAIN GROUP LLC	01/26/2024
SYSTEMS, LLC	01/26/2024

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

PROPERTY NUMBERS Total: 15

Property Type	Number
Application Number:	17973246
Application Number:	17523029
Application Number:	17845352
Application Number:	17860536
Application Number:	17954082
Application Number:	17896318
Application Number:	17992691
Application Number:	18104689
Application Number:	18115148
Application Number:	18339058
Application Number:	18339209
Application Number:	18348714
Application Number:	18239479
Application Number:	17685653
Patent Number:	11869289

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@cogencyglobal.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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Additional Grantor:

Systems, LLC (Limited Liability Company, Wisconsin)

FIRST LIEN PATENT SECURITY AGREEMENT

First Lien Patent 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 Patent 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 Patent 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 issued and applied for Patents 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 Patent 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 Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this First Lien Patent 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 Patents under this First Lien Patent Security Agreement.


SECTION 5. Counterparts. This First Lien Patent 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 Patent Security Agreement shall be effective as delivery of an original executed counterpart of this First Lien Patent Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this First Lien Patent Security Agreement, the Liens created under the

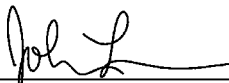
Security Agreement and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this First Lien Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

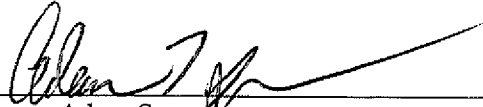
THE CHAMBERLAIN GROUP LLC

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 Sprey
Title: Director

[Signature Page to First Lien Patent Security Agreement]

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REEL: 066374 FRAME: 0601

Schedule I

	Application Number	Filing Date	Patent Number	Issue Date	Registered Owner	Title
1.	17/973246	10/25/2022			Systems LLC	SYSTEM AND METHOD FOR CONTROLLING MOVABLE BARRIER OPERATION AT A SECURED PREMISES
2.	17/523029	11/10/2021			The Chamberlain Group LLC	Barrier Operator Feature Enhancement
3.	17/685653	03/03/2022			The Chamberlain Group LLC	System and Method For Enabling Unattended Package Delivery to Multi-Dwelling Properties
4.	17/879927	08/03/2022	11,869,289	01/09/2024	The Chamberlain Group LLC	Movable Barrier Operator and Transmitter Pairing Over a Network
5.	17/845352	06/21/2022			The Chamberlain Group LLC	System and Methods for Controlling a Movable Barrier Operator
6.	17/860536	07/08/2022			The Chamberlain Group LLC	Movable Barrier Operator System
7.	17/954082	09/27/2022			The Chamberlain Group LLC	Obstacle Detection Systems and Methods
8.	17/896318	08/26/2022			The Chamberlain Group LLC	Systems and Methods for Operating a Movable Barrier Operator
9.	17/992691	11/22/2022			The Chamberlain Group LLC	System and Method for Facilitating Access to a Secured Area
10.	18/104689	02/01/2023			The Chamberlain Group LLC	System For Facilitating Access to a Secured Area
11.	18/115148	02/28/2023			The Chamberlain Group LLC	Movable Barrier Operator System and Methods of Installation and Use
12.	18/339058	06/21/2023			The Chamberlain Group LLC	METHOD AND APPARATUS TO FACILITATE TRANSMISSION OF AN

	Application Number	Filing Date	Patent Number	Issue Date	Registered Owner	Title
						ENCRYPTED ROLLING CODE
13.	18/339209	06/21/2023			The Chamberlain Group LLC	METHOD AND APPARATUS TO FACILITATE TRANSMISSION OF AN ENCRYPTED ROLLING CODE
14.	18/348714	07/07/2023			The Chamberlain Group LLC	SECURITY SYSTEM FOR A MOVEABLE BARRIER OPERATOR
15.	18/239479	08/29/2023			The Chamberlain Group LLC	Cloud-Enabled Vehicle Autostart Monitoring