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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM678853

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		09/17/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	NORTEK, INC.
Street Address:	8000 PHOENIX PARKWAY
City:	O'FALLON
State/Country:	MISSOURI
Postal Code:	63368
Entity Type:	Corporation: DELAWARE
Name:	2GIG TECHNOLOGIES, INC.
Street Address:	2600 W. EXECUTIVE PARKWAY
Internal Address:	SUITE 340
City:	LEHI
State/Country:	UTAH
Postal Code:	84043
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3979305	GO CONTROL
Registration Number:	4038851	GOCONTROL
Registration Number:	4035718	GO!CONTROL
Registration Number:	3959541	2GIG
Serial Number:	85639438	GO!2.0

CORRESPONDENCE DATA

Fax Number: 6502515002

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: 6502515157

Email: ksolomon@stblaw.com

TRADEMARK

900647568 REEL: 007442 FRAME: 0429

Correspondent Name: SAMUEL WATTERS

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

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ATTORNEY DOCKET NUMBER:	064270/0060	
NAME OF SUBMITTER:	SAMUEL WATTERS	
SIGNATURE:	/SW/	
DATE SIGNED:	10/04/2021	

Total Attachments: 6

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT ("<u>Termination and Release</u>") dated as of September 17, 2021, from BANK OF AMERICA, N.A., as administrative agent (the "<u>Collateral Agent</u>") to NORTEK, INC., a Delaware corporation and 2GIG TECHNOLOGIES, INC., a Delaware corporation (the "<u>Grantors</u>").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated April 26, 2011, made by the Grantors and such other Persons to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and to the Grantor granted a security interest (the "Security Interest") to the Collateral Agent in certain collateral, including Patents, Trademarks and Copyrights;

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of April 26, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by the IP Security Agreement Supplement, the "IP Security Agreement") and that certain Intellectual Property Security Agreement Supplement dated April 25, 2013 (the "IP Security Agreement Supplement"), the Grantors, by reference to the Security Agreement, reaffirmed their intent to grant the Security Interest to the Collateral Agent specifically in certain Collateral (as that term is defined in the IP Security Agreement, including the Patents set forth on Schedule A and the Trademarks set forth on Schedule B hereto);

WHEREAS, the IP Security Agreement Supplement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 7, 2013 at Reel 5022 and Frame 0787.

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the IP Security Agreement.
- 2. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Collateral, and any right, title or interest of the Collateral Agent in such Collateral shall hereby cease and become void.

- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
- 4. <u>Governing Law</u>. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.

By:

Name: Andrew A Doherty / Title: Senior Vice President

Schedule A

Patents

		Patent/Serial	
Subsidiary	Description	Number	Country
2GIG Technologies,	WIRELESS TAKEOVER OF	12/480,369	USA
Inc. ("2GIG")	WIRED ALARM SYSTEM		
	COMPONENTS		
2GIG	WIRELESS TAKEOVER OF	2,707,169	Canada
	WIRED ALARM SYSTEM		
	COMPONENTS		
2GIG	MEDIA DELIVERY AND	61/526,167	USA
	MANAGEMENT THROUGH A		
	SECURITY SYSTEM		
2GIG	CONTROL PANEL	29/417,625	USA
2GIG	CONTROL PANEL	145248	Canada
2GIG	MEDIA DELIVERY AND	13/592,186	USA
	MANAGEMENT THROUGHA		
	SECURITY SYSTEM		
2GIG	WIRELESS TAKEOVER OF	13/619,483	USA
	AN ALARM SYSTEM		
2GIG	MEDIA DELIVERY AND	PCT/US12/51926	USA
	MANAGEMENT THROUGH A		
	SECURITY SYSTEMA		

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Schedule B

$\underline{Trademarks}$

Subsidiary	Trademark	Application/Registration No.	Country
2GIG	GO!CONTROL	3,979,305	•
Technologies, Inc.			
("2GIG")			
2GIG	GOCONTROL	4,038,851	USA
2GIG	GO!CONTROL	4,035,718	USA
2GIG	2GIG	3,959,541	USA
2GIG	GO!2.0	85/639,438	USA
2GIG	GO!CONTROL	817,427	Ca nada
2GIG	GO!CONTROL	817,424	Canada
2GIG	GOCONTROL	833,424	Canada
2GIG	2GIG	817,423	Canada
2GIG	GO!2.0	1,582,606	Canada

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Copyrights

None.

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