

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE CHAMBERLAIN GROUP LLC		11/03/2021	Limited Liability Company: DELAWARE
SYSTEMS, LLC		11/03/2021	Limited Liability Company: WISCONSIN
CONTROLLED PRODUCTS SYSTEMS GROUP, INC.		11/03/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, as Collateral Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	5064560	CHAMBERLAIN
Registration Number:	5365193	LIFTMASTER PREMIUM SERIES
Registration Number:	4696759	P3 MOTORS
Registration Number:	4542959	DON'T CHANCE IT CHECK IT
Registration Number:	4782843	LIFTMASTER COMMERCIAL FINANCING SOLUTION
Registration Number:	4666227	MYQ
Registration Number:	5063992	HPS
Registration Number:	5697764	ARQ
Registration Number:	6335302	LIFTMASTER ELITE SERIES
Registration Number:	6136889	CORNER TO CORNER LIGHTING
Registration Number:	4564881	LOCKITRON
Registration Number:	4564882	LOCKITRON
Registration Number:	4850891	
Registration Number:	4850892	

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Property Type	Number	Word Mark
Registration Number:	4196015	ISECURITY+
Registration Number:	4871993	TEND
Registration Number:	4974436	TEND INSIGHTS
Registration Number:	4974437	TEND INSIGHTS
Registration Number:	4872030	TEND TO WHAT MATTERS MOST
Registration Number:	4872033	INTERNET OF THINGS WITH HEART
Registration Number:	4836847	TEND
Registration Number:	5278136	TEND SECURE
Registration Number:	5470251	PET HIGHLIGHT REEL
Registration Number:	5336867	LYNX
Registration Number:	5369040	TEND SECURE LYNX INDOOR
Registration Number:	5369042	LYNX INDOOR
Registration Number:	5409091	LYNX SOLAR
Registration Number:	5572152	LYNX PRO
Registration Number:	6075695	TEND TOGETHER
Registration Number:	6429345	GRIFCO
Registration Number:	0863447	LIFTMASTER
Registration Number:	1732646	THE PROTECTOR SYSTEM
Registration Number:	1812771	WHISPER DRIVE
Registration Number:	1781236	LIFT-MASTER
Registration Number:	2374138	THE SMART GARAGE DOOR OPENER
Registration Number:	2369934	CLICKER
Registration Number:	2034080	ACCESSMASTER
Registration Number:	2709642	CHAMBERLAIN
Registration Number:	2721677	CHAMBERLAIN
Registration Number:	2550534	SECURITY +
Registration Number:	2724638	LIFTMASTER
Registration Number:	2537272	TRICODE
Registration Number:	2600338	COMMERCIAL PROTECTOR SYSTEM
Registration Number:	1414005	SENTEX
Registration Number:	2683464	PROVANTAGE
Registration Number:	2588437	POWER DRIVE
Registration Number:	4026347	ELITE SERIES
Registration Number:	3633717	POWER WHEEL
Registration Number:	4165481	MYQ
Registration Number:	4455382	SECURITY + 2.0
Registration Number:	4759280	CP
Registration Number:	4780664	CONTROLLED PRODUCTS SYSTEMS GROUP

Property Type	Number	Word Mark
Registration Number:	1415397	POWERHOOK
Registration Number:	3364490	HOLD-TITE
Registration Number:	3364492	STOP-TITE
Registration Number:	4185492	CENTRAAIR
Registration Number:	3540199	POWERHOLD
Registration Number:	3542632	POWERSTOP
Registration Number:	4274396	MCGUIRE
Registration Number:	4274397	MCGUIRE
Registration Number:	3643370	CENTRAPOWER
Registration Number:	4571616	TPR
Registration Number:	1711175	DLM
Registration Number:	1801388	NEVERLIFT
Registration Number:	1312053	CLEANPIT
Registration Number:	1006596	AUTODOK
Registration Number:	2959471	POWERAMP
Registration Number:	5309285	POWERHOOK
Registration Number:	5249364	VERSAFIT
Registration Number:	5429364	UNILOCK
Registration Number:	6103838	IDOCK
Registration Number:	6132218	IDOCK
Registration Number:	4638156	MYQ GARAGE
Registration Number:	5262679	TEND SECURE LYNX
Serial Number:	87927611	SECURITY+ 3.0

CORRESPONDENCE DATA

Fax Number:

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 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1518499 TM B

NAME OF SUBMITTER: Jenny Lim

SIGNATURE: /Jenny Lim/

DATE SIGNED: 11/03/2021

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of November 3, 2021, by The Chamberlain Group LLC, Systems, LLC, and Controlled Products Systems Group, Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Ares Capital Corporation, 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 Second 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 Second Lien Trademark 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 Trademark 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 its 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 Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark 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 Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark 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 Trademarks under this Second Lien Trademark Security Agreement.

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

SECTION 6. Intercreditor Agreements. (a) Notwithstanding any provision to the contrary contained herein, the terms of this Second Lien Trademark 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 Second Lien Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

(b) Without limiting anything set forth in clause (a) above, (i) the liens and security interests granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Junior Lien Intercreditor Agreement), including liens and security interests granted to Wells Fargo Bank, National Association, as Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement or any applicable Intercreditor Agreement.

[Signature pages follow.]

THE CHAMBERLAIN GROUP LLC

By: Brendan Milbo
Name: Brendan M. Gilboy
Title: Executive Vice President and
Chief Financial Officer

SYSTEMS, LLC

By: Brendan Milbo
Name: Brendan M. Gilboy
Title: Executive Vice President and
Chief Financial Officer

CONTROLLED PRODUCTS SYSTEMS
GROUP, INC.


By: Brendan Milbo
Name: Brendan M. Gilboy
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007483 FRAME: 0107

ARES CAPITAL CORPORATION, as Collateral Agent

By:


Name: Scott Lem

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007483 FRAME: 0108

Schedule I

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
CHAMBERLAIN Stylized (triangle under A)	86/020949	26-Jul-2013	5064560	18-Oct-2016	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LIFTMASTER PREMIUM SERIES	86/014216	18-Jul-2013	5365193	26-Dec-2017	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
P3 MOTORS	86/035483	12-Aug-2013	4696759	03-Mar-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
DON'T CHANCE IT CHECK IT	86082993	04-Oct-2013	4542959	03-Jun-2014	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LIFTMASTER COMMERCIAL FINANCING SOLUTIONS	86203906	25-Feb-2014	4782843	28-Jul-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
MyQ & Design	86237617	31-Mar-2014	4666227	06-Jan-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
HPS	86939560	14-Mar-2016	5063992	18-Oct-2016	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
ARQ	87120943	29-Jul-2016	5697764	12-Mar-2019	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LIFTMASTER ELITE SERIES	87369367	13-Mar-2017	6335302	27-Apr-2021	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
SECURITY+ 3.0	87927611	18-May-2018	N/A	N/A	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
CORNER TO CORNER LIGHTING	88050605	24-Jul-2018	6136889	25-Aug-2020	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LOCKITRON	85736781	24-Sep-2012	4564881	08-Jul-2014	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LOCKITRON	85736788	24-Sep-2012	4564882	08-Jul-2014	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Design (Lock)	86586082	02-Apr-2015	4850891	10-Nov-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Design (Lock)	86586084	02-Apr-2015	4850892	10-Nov-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
iSecurity+	85472861	15-Nov-2011	4196015	21-Aug-2012	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend	86551489	03-Mar-2015	4871993	15-Dec-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend Insights	86560506	11-Mar-2015	4974436	07-Jun-2016	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
Tend Insights	86560536	11-Mar-2015	4974437	07-Jun-2016	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend to what matters most	86561908	12-Mar-2015	4872030	15-Dec-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Internet of Things with Heart	86563253	13-Mar-2015	4872033	15-Dec-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
tend	86622232	07-May-2015	4836847	20-Oct-2015	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend Secure	87233208	10-Nov-2016	5278136	29-Aug-2017	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Pet Highlight Reel	87067274	10-Jun-2016	5470251	15-May-2018	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend Secure	87233208	10-Nov-2016	5278136	29-Aug-2017	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Lynx	87234383	11-Nov-2016	5336867	14-Nov-2017	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend Secure Lynx Indoor	87460619	23-May-2017	5369040	02-Jan-2018	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
Lynx Indoor	87460678	23-May-2017	5369042	02-Jan-2018	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Lynx Solar	87476823	06-Jun-2017	5409091	20-Feb-2018	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Lynx Pro	87715706	11-Dec-2017	5572152	25-Sep-2018	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend Together	88123276	19-Sep-2018	6075695	09-Jun-2020	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
GRIFCO	88828494	10-Mar-2020	6429345	20-Jul-2021	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LIFTMASTER	72275978	21-Jun-1967	863447	14-Jan-1969	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
THE PROTECTOR SYSTEM	74/205217	20-Sep-1991	1732646	17-Nov-1992	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
WHISPER DRIVE	74/236279	09-Jan-1992	1812771	21-Dec-1993	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LIFT-MASTER	74/331141	16-Nov-1992	1781236	13-Jul-1993	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
THE SMART GARAGE DOOR OPENER	75/292733	15-May-1997	2374138	08-Aug-2000	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
CLICKER	75/519460	15-Jul-1998	2369934	25-Jul-2000	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
ACCESSMASTER	74/473,915	21-Dec-1993	2034080	28-Jan-1997	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
CHAMBERLAIN	75/712043	18-May-1999	2709642	22-Apr-2003	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
CHAMBERLAIN & Design (two bar version)	75/708899	18-May-1999	2721677	03-Jun-2003	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
SECURITY +	75/736354	24-Jun-1999	2550534	19-Mar-2002	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
LIFTMASTER	75/806471	22-Sep-1999	2724638	10-Jun-2003	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
TRICODE	76/009822	24-Mar-2000	2537272	05-Feb-2002	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
COMMERCIAL PROTECTOR SYSTEM	76/125461	08-Sep-2000	2600338	30-Jul-2002	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
SENTEX	73/467929	29-Feb-1984	1414005	21-Oct-1986	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
PROVANTAGE	76/403737	03-May-2002	2683464	04-Feb-2003	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
POWER DRIVE	76/324728	12-Oct-2001	2588437	02-Jul-2002	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
ELITE SERIES	77/204282	12-Jun-2007	4026347	13-Sep-2011	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
POWER WHEEL	77/314770	26-Oct-2007	3633717	09-Jun-2009	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
MyQ	85/260793	08-Mar-2011	4165481	26-Jun-2012	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
SECURITY + 2.0	85/266239	14-Mar-2011	4455382	24-Dec-2013	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
CP & Design	86417285	07-Oct-2014	4759280	23-Jun-2015	Controlled Products Systems Group, Inc.
CONTROLLED PRODUCTS SYSTEMS GROUP	86417252	07-Oct-2014	4780664	28-Jul-2015	Controlled Products Systems Group, Inc.
POWERHOOK & Design	73560264	26-Sep-1985	1415397	28-Oct-1986	Systems, LLC
HOLD-TITE	77087082	19-Jan-2007	3364490	08-Jan-2008	Systems, LLC

Mark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
STOP-TITE	77087084	19-Jan-2007	3364492	08-Jan-2008	Systems, LLC
CENTRAAIR	85457169	26-Oct-2011	4185492	07-Aug-2012	Systems, LLC
POWERHOLD	77455693	23-Apr-2008	3540199	02-Dec-2008	Systems, LLC
POWERSTOP	77276857	11-Sep-2007	3542632	09-Dec-2008	Systems, LLC
MCGUIRE	85505941	29-Dec-2011	4274396	15-Jan-2013	Systems, LLC
MCGUIRE & Design	85505946	29-Dec-2011	4274397	15-Jan-2013	Systems, LLC
CENTRAPOWER	77624696	02-Dec-2008	3643370	23-Jun-2009	Systems, LLC
TPR	86131110	27-Nov-2013	4571616	22-Jul-2014	Systems, LLC
DLM	74134299	15-Jan-1991	1711175	01-Sep-1992	Systems, LLC
NEVERLIFT	74168822	21-May-1991	1801388	26-Oct-1993	Systems, LLC
CLEANPIT & Design	73413270	11-Feb-1983	1312053	01-Jan-1985	Systems, LLC
AUTODOK	72452834	28-Mar-1973	1006596	11-Mar-1975	Systems, LLC
POWERAMP	78314428	16-Oct-2003	2959471	07-Jun-2005	Systems, LLC
POWERHOOK	87156877	31-Aug-2016	5309285	17-Oct-2017	Systems, LLC
VERSAFIT & Design	87206943	18-Oct-2016	5249364	25-Jul-2017	Systems, LLC
UNILOCK	87263333	09-Dec-2016	5429364	20-Mar-2018	Systems, LLC
iDOCK	87577128	21-Aug-2017	6103838	14-Jul-2020	Systems, LLC
iDOCK & Design	88156740	16-Oct-2018	6132218	18-Aug-2020	Systems, LLC
MyQ Garage	86036566	13-Aug-2013	4638156	11-Nov-2014	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)
Tend Secure Lynx	87234303	11-Nov-2016	5262679	08-Aug-2017	The Chamberlain Group LLC (f/k/a The Chamberlain Group, Inc.)