

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stellar Global, LLC		07/31/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	2001 Ross Ave., Suite 4300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88504785	STELLAR	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<i>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.</i>			
Phone:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2142.024		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	07/31/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of July 31, 2019, made by the undersigned, Stellar Global, LLC, a Nevada limited liability company (the "Company"), to and in favor of CITIBANK, N.A. (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Company (identified as a "Borrower" therein), certain affiliates of the Company party thereto and Collateral Agent (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

W I T N E S S E T H:

RECITALS.

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule attached hereto and by reference made part hereof; and
- B. The Collateral Agent proposes to make certain loans to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has granted to the Collateral Agent a security interest in the property described as Collateral (as herein defined), including, without limitation, all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, all as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Collateral Agent has required that the Company grant to the Collateral Agent a security interest in the Collateral;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means any and all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and

privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof, (iii) all proceeds of the foregoing, and (iv) all of the Company's rights corresponding thereto throughout the world.

2. As security for all of the Obligations, the Company hereby hereby unconditionally grants, assigns, and pledges to Collateral Agent, to secure the Obligations, a continuing security interest in all of its right, title and interest in, to and under the following (collectively, the "Collateral"):
 - (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and
 - (b) all income, royalties, rights to receive license fees and other compensation, damages, proceeds and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and any claim of the Company against third parties for past, present or future infringements or dilutions of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Collateral unless and until the Collateral Agent exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Collateral, and until such time the Company shall own, and may use and enjoy the Collateral in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Collateral, but with respect to all Collateral being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Collateral.

3. This Agreement and the security interests created hereby secure the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Company, to Collateral Agent or any Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving the Company.
4. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Collateral Agent, pursuant to the Loan Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interests granted in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall prevail.
5. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Collateral and the rights and remedies of the Collateral Agent with respect to the security interest in and collateral assignment of the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Collateral Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Collateral. Upon termination of this Agreement and following a request from the Company, the Collateral Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Collateral which may have been made by the Collateral Agent pursuant hereto or pursuant to the Loan Agreement.
7. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Trademark, and give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. The Company authorizes the Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any future Collateral or Trademarks covered by Section 2 or by this Section 7. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
8. The Company further agrees that (a) the Collateral Agent shall not have any obligation or responsibility to protect or defend the Collateral and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Collateral being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Collateral Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Collateral Agent for all expenses, including reasonable attorneys' fees, incurred by the Collateral Agent in protecting, defending and maintaining the Collateral.
9. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.
10. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 12.15 TO 12.18 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signatures on Following Pages]


GRANTOR:

STELLAR GLOBAL LLC

By: _____

Name:

Title:


ARTHURA FURTADO
MEMBER

AGREED AND ACCEPTED:

CITIBANK, N.A.

By: Jolo Torres
Name: Jolo Torres
Title: Senior Vice President

SCHEDULE I

U.S. TRADEMARKS

Mark	Serial Number	Status	Regis. Number	Owner Information
STELLAR	88504785	Pending – Application filed 7/8/19	N/A	Stellar Global, LLC