

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Linden Research, Inc.		12/31/2020	Corporation: DELAWARE
Tilia Inc.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Star Mountain Diversified Credit Income Fund III, LP		
Street Address:	140 East 45th Street		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4606844	BLOCKS WORLD	
Registration Number:	4606675	BLOCKSWORLD	
Registration Number:	2954675		
Registration Number:	3475163		
Registration Number:	3653068		
Registration Number:	3653069		
Serial Number:	90133657	SECOND LIFE	
Registration Number:	2813096	SECOND LIFE	
Registration Number:	3610917	SECOND LIFE	
Registration Number:	3548933		
Registration Number:	3548934		
Registration Number:	3901004	INSL	
Registration Number:	2880229	LINDEN LAB	
Registration Number:	3500985	LINDEX	
Registration Number:	2832935	SECOND LIFE	
Registration Number:	3542549	SECOND LIFE	
Registration Number:	3475162	SECOND LIFE	

OP \$565.00 4606844

Property Type	Number	Word Mark
Registration Number:	3483582	SECOND LIFE
Registration Number:	3542550	YOUR WORLD. YOUR IMAGINATION.
Serial Number:	86374264	TILIA
Serial Number:	88896006	TILIA PAY
Serial Number:	88953312	TILIA PAY

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (154502-01015 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	154502-01015
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	01/05/2021

Total Attachments: 22

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PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 31st day of December, 2020, by the Persons listed on the signature pages hereof (collectively and individually, “Company”), and delivered to STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, having a mailing address of c/o Star Mountain Capital, LLC, Two Grand Central Tower, 140 East 45th Street, 37th Floor, New York, New York 10017, as agent (“Agent”) for the lenders identified in the Loan Agreement, as that term is defined below (the lenders, together with each of their successors and assigns, each individually a “Lender” and collectively the “Lenders”).

BACKGROUND

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Borrowers under that certain Term Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restatement, supplemented, replaced or otherwise modified from time to time, the “Loan Agreement”), by and among LRI HOLDCO, LLC, a Delaware limited liability company (“Holdco”), LRI ACQUISITION CORP., a Delaware corporation (“Initial Borrower”), which upon consummation of the Closing Date Acquisition will be merged with and into LINDEN RESEARCH, INC., a Delaware corporation (“Linden”), LINDEN RESEARCH INTERNATIONAL, INC., a Delaware corporation (“Linden International”, and together with Initial Borrower, Linden and each other Person from time to time joined as a borrower to this Agreement, and all of their respective permitted successors and assigns, “Borrowers”, and each individually, a “Borrower”), TILIA INC., a Delaware corporation (“Tilia”), LINDEN RESEARCH UNITED KINGDOM LTD, a limited company formed under the laws of England and Wales (“Linden UK”, and together with Holdco, Tilia and each other Person, who may hereafter guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns, the “Guarantors”, and each individually, a “Guarantor”), Agent and each of the financial institutions identified as Lenders on Schedule 1.2(b) to the Loan Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Each Company has filed applications for and/or obtained registrations of the patents, if any, (collectively, the “Patents”); trademarks and service marks, if any, (collectively, “Trademarks”); and copyrights, if any, which have been federally registered (collectively, the “Copyrights”); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, and Copyrights hereinafter referred to as the “Assets”).

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Agent, for the benefit of Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:
- (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
 - (b) To the best of each Company's knowledge, without investigation, each of the Assets for which a registration has been secured is valid and enforceable;
 - (c) To the best of each Company's knowledge, without investigation, the Company listed on **Schedule A** as the owner of each Asset (the "Applicable Company"): (i) is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, (ii) each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Applicable Company not to sue third persons, except for Permitted Encumbrances, and (iii) each Applicable Company has the power to transfer the Assets with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens or encumbrances of any kind except for Permitted Encumbrances;
 - (d) Each Company has the requisite power and authority to enter into this Agreement and perform its terms, including the authority to grant a security interest hereunder;
 - (e) The Assets listed on **Schedule A** constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by either Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, any Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended **Schedule A**.
3. Each Company shall: (i) perform all of its obligations under or in connection with the Assets in accordance with customary business practices, except where the failure to so perform would not be reasonably expected to have a Material Adverse Effect, (ii) not alter or permit the alteration of any material portion (individually or collectively) of the Assets, (iii) not do or permit any act which would impair any material portion of the Assets, except where such act would not reasonably be expected to have a Material Adverse Effect, (iv) except as expressly permitted under the Loan Agreement, not sell, convey, assign or otherwise dispose of, or grant any option to, any of the Assets, and (v) maintain records with respect to the Assets in accordance with the Loan Agreement.
4. No Company shall enter into any agreement, or take any other action, that would restrict the transferability of any of the material Assets or otherwise impair or conflict in any material respects with its obligations or the rights of the Agent or Lenders hereunder.
5. So long as an Event of Default has not occurred and is continuing under the Loan Agreement, each Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement, and Agent and Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.
6. If and while an Event of Default exists and is continuing under the Loan Agreement, each Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform

Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Company's true and lawful attorney-in-fact, with the power to endorse such Company's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as **Exhibit 1**. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

8. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement and the Other Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

9. Upon Borrowers' performance of all of the obligations under the Loan Agreement and the Other Documents and full and unconditional satisfaction of all Obligations (other than the Inchoate Obligations), Agent shall execute and deliver to Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

10. Any and all reasonable fees, costs and expenses incurred by Agent on its behalf and on behalf of the Lenders, shall be borne and paid by Company in accordance with Section 15.9 of the Loan Agreement.

11. The Applicable Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Applicable Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Each Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable documented (to the extent readily available and in summary form) out-of-pocket attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph in accordance with Section 15.9 of the Loan Agreement.

12. During the existence of an Event of Default under the Loan Agreement and with the exercise of reasonable efforts to provide written notice to Company (including via e-mail), but without further consent of the Company, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses in accordance with Section 15.9 of the Loan Agreement.

13. No course of dealing between any or all Borrowers and Agent or any Lender nor any

failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Other Documents, or by any other future agreements between any or all Borrowers and Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

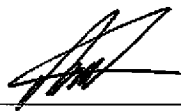
16. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

17. **Each Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Other Documents.**

[Signature Page Follows]

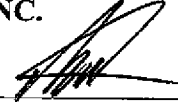
Dated the date and year first written above.

LINDEN RESEARCH, INC.

By: 
Name: Aston Waldman
Title: CFO and Corporate Secretary

TILIA INC.

By: _____

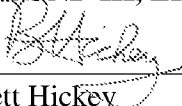


Name: Aston Waldman

Title: President, CEO and Treasurer

Approved and Accepted:






**STAR MOUNTAIN DIVERSIFIED CREDIT
INCOME FUND III, LP**









By:  _____
Name: Brett Hickey
Title: Authorized Signatory







SCHEDULE A









Intellectual Property




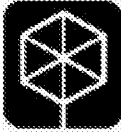
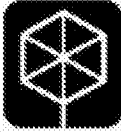

Trademarks





Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Linden Research, Inc.	BLOCKS	Australia	1595764	12/09/2013	1595764	02/27/2014
	WORLD	Australia	1595760	12/09/2013	1595760	02/27/2014
	BLOCKSWORLD	Australia	1258091	12/17/2007	959382	12/17/2007
	Eye Hand Design	Australia	1258092	11/28/2007	961756	11/28/2017
	SECOND LIFE Grid (Stacked & Design) 	Australia	1267339	07/07/2008	977138	07/07/2008
	SL	Australia	1259136	07/07/2008	971674	07/07/2008
	YOUR WORLD. YOUR IMAGINATION	Australia	1259142	07/07/2008	971718	07/07/2008
	Eye Hand Design SECOND LIFE 	Australia	2114668	8/26/2020	Pending	
	Eye Hand Design SECOND LIFE Stylized Stack 	Benelux	1130541	03/05/2007	819038	03/09/2007
	SECOND LIFE	Benelux	1130454	03/02/2007	818843	03/07/2007
	Eye Hand Design SECOND LIFE 	Benelux	1423730	8/27/2020	Pending	
	Eye Hand Design SECOND LIFE Stylized Stack 	Brazil	829147853	05/22/2007	829147853	07/20/2010


Eye Hand Design SECOND LIFE Stylized Stack 	Brazil	829147870	05/22/2007	829147870	11/03/2009
Eye Hand Design SECOND LIFE Stylized Stack 	Brazil	829364340	09/19/2007	829364340	01/19/2010
SECOND LIFE	Brazil	829318909	08/20/2007	829318909	10/07/2014
SECOND LIFE	Brazil	829318895	08/20/2007	829318895	03/12/2013
SECOND LIFE	Brazil	829364358	09/19/2007	829364358	10/07/2014
Eye Hand Design SECOND LIFE 	Brazil	920575803	8/26/2020	Published	
Eye Hand Design SECOND LIFE 	Brazil	920575838	8/26/2020	Published	
Eye Hand Design SECOND LIFE 	Brazil	920575870	8/26/2020	Published	
Eye Hand Design SECOND LIFE 	Brazil	920575897	8/26/2020	Published	
Eye Hand Design SECOND LIFE 	Brazil	920575927	8/26/2020	Published	
Eye Hand Design 	China	966181	12/17/2007	966181	12/17/2007

Eye Hand Design SECOND LIFE 	China	49292771	08/27/2020	Pending	
SECOND LIFE	China	961756	11/28/2007	961756	11/28/2007
Eye Hand Design SECOND LIFE Stylized Stack 	Ecuador	207183	11/13/2008	392511	06/20/2011
Eye Hand Design SECOND LIFE 	European Union	18296196	8/26/2020	Published	
BLOCKS WORLD	European Union	12405981	12/09/2013	12405981	05/15/2014
BLOCKSWORLD	European Union	12406047	12/09/2013	12406047	05/02/2014
BLOCKSWORLD	European Union	10908762	05/24/2012	10908762	10/03/2012
Eye Hand Design SECOND LIFE Stylized Stack 	European Union	920817	03/08/2007	920817	03/08/2007
SECOND LIFE	European Union	921881	03/19/2007	921881	03/19/2007
SL	European Union	971674	07/07/2008	971674	07/07/2008
YOUR WORLD. YOUR IMAGINATION	European Union	971718	07/07/2008	91718	07/07/2008
Eye Hand Design SECOND LIFE 	Germany	302020111723609	8/26/2020	Pending	
SECOND LIFE	Germany	307213587	03/29/2007	30721358	01/19/2010
Eye Hand Design	Japan	959382	12/17/2007	959382	12/17/2007
Eye Hand Design 	Japan	966181	12/17/2007	966181	12/17/2007

Eye Hand Design SECOND LIFE 	Japan	2020106282	8/27/2020	Pending	
SECOND LIFE	Japan	2007074489	07/02/2007	5275739	10/23/2009
SECOND LIFE	Japan	921881	03/19/2007	921881	03/19/2007
Eye Hand Design 	South Korea	966181	12/17/2007	966181	12/17/2007
Eye Hand Design SECOND LIFE 	South Korea	4020200150291	8/26/2020	Pending	
SECOND LIFE	South Korea	921881	03/19/2007	921881	03/19/2007
Eye Hand Design SECOND LIFE 	United Kingdom	UK00003526935	8/26/2020	Published	
BLOCKS WORLD	United States	86/005192	07/09/2013	4606844	09/16/2014
BLOCKSWORLD	United States	85/961387	06/17/2013	4606675	09/16/2014
Eye Hand Design 	United States	78/223132	03/07/2003	2954675	05/24/2005
Eye Hand Design 	United States	77/257447	08/16/2007	3475163	07/29/2008
Eye Hand Design 	United States	77/250587	08/08/2007	3653068	07/14/2009
Eye Hand Design 	United States	77/250598	08/08/2007	3653069	07/14/2009

Eye Hand Design SECOND LIFE 	United States	90133657	8/24/2020	Pending	
Eye Hand Design SECOND LIFE Stylized Stack 	United States	78/223156	03/07/2003	2813096	02/10/2004
Eye Hand Design SECOND LIFE Stylized Stack 	United States	77/256342	08/15/2007	3610917	04/28/2009
Hexagon Design 	United States	77/255205	08/14/2007	3548933	12/23/2008
Hexagon Design 	United States	77/255262	08/14/2007	3548934	12/23/2008
INSL & Design 	United States	77/429959	03/24/2008	3901004	01/04/2011
LINDEN LAB	United States	78/125543	05/01/2002	2880229	08/31/2004
LINDEX	United States	77/267537	08/29/2007	3500985	09/16/2008
SECOND LIFE	United States	76/976360	10/07/2002	2832935	04/13/2004
SECOND LIFE	United States	77/213699	06/22/2007	3542549	12/09/2008
SECOND LIFE	United States	77/257436	08/16/2007	3475162	07/29/2008
SECOND LIFE	United States	77/248248	08/06/2007	3483582	08/12/2008
YOUR WORLD. YOUR IMAGINATION	United States	77/213704	06/22/2007	3542550	12/09/2008
Eye Hand Design	WIPO Australia, Japan	A0010705	12/17/2007	959382	12/17/2007
Eye Hand Design	WIPO China,	966181	12/17/2007	966181	12/17/2007

		Japan, South Korea				
	Eye Hand Design SECOND LIFE Stylized Stack 	WIPO European Union	920817	03/08/2007	920817	03/08/2007
	SECOND LIFE	WIPO European Union, Japan, South Korea	921881	03/19/2007	921881	03/19/2007
	SECOND LIFE	WIPO Australia, China	961756	11/28/2007	961756	11/28/2007
	SECOND LIFE Grid (Stacked & Design) 	WIPO Australia	977138	07/07/2008	977138	07/07/2008
	SL	WIPO Australia, European Union	971674	07/07/2008	971674	07/07/2008
	YOUR WORLD. YOUR IMAGINATION	WIPO Australia, European Union	971718	07/07/2008	971718	07/07/2008
		WIPO	None	None	877138	7/7/2008
Tilia Inc.	TILIA BRANCH	Hawaii	None	None	4147471	07/27/2015
	TILIA PAY	Brazil	921189338	10/30/2020	Pending	
	TILIA PAY	Brazil	921189400	10/30/2020	Pending	
	TILIA PAY	Brazil	921189435	10/30/2020	Pending	
	TILIA PAY	Brazil	921189443	10/30/2020	Pending	
	TILIA PAY	China	50805796	10/28/2020	Pending	
	TILIA PAY	China	50785462	10/28/2020	Pending	
	TILIA PAY	China	50785761	10/28/2020	Pending	
	TILIA PAY	China	50779232	10/28/2020	Pending	
	TILIA PAY	European Union	18326733	10/27/2020	Pending	
	TILIA PAY	United Kingdom	3549038	10/27/2020	Pending	
	TILIA PAY	Japan	2020133602	10/28/2020	Pending	
	TILIA PAY	South Korea	402020191725	10/28/2020	Pending	
	TILIA	United States	86/374264	8/22/2014	None	None

	TILIA PAY	United States	88/896006	4/30/2020	Pending	
	TILIA PAY Logo 	United States	88/953312	6/8/2020	Pending	

Patents

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Linden Research, Inc.	Method and apparatus for providing graphical interfaces for declarative specifications	United States	13/116,032	5/26/2011	US9003318B2	4/7/2015
	System and method for distributed simulation in which different simulation servers simulate different regions of a simulation space	United States	10/289,124	11/5/2002	US8612196B2	12/17/2013
	Scalable distributed transaction manager for multi-host transactions	United States	12/208,950	9/11/2008	US8073778B2	12/6/2011
	Input and feedback system	United States	09/641,591	8/18/2000	US7117136B1	10/3/2006

Patents

None.

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

WHEREAS, _____, a _____
 (“Grantor”), is the registered owner of the assets listed on **Schedule A** attached hereto and made a part
 hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at
 _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby
 acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does
 hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the
 terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of December 31, 2020,
 among the Grantor, an affiliate of Grantor and STAR MOUNTAIN DIVERSIFIED CREDIT INCOME
 FUND III, LP, all of its present and future right, title and interest in and to the Assets and all proceeds
 thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights
 Assignment to be executed as of the ___ day of _____, 20__.

By: _____
Attorney-in-fact

Witness: _____

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____, 20 ____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Linden Research, Inc., and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

LINDEN RESEARCH, INC., a Delaware corporation (“Grantor”), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement by and between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 29 day of December, 2020.

LINDEN RESEARCH, INC.

By: 

Name: Aston Waldman

Title: CFO and Corporate Secretary

Signature Page to Power of Attorney

TRADEMARK
REEL: 007155 FRAME: 0731

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

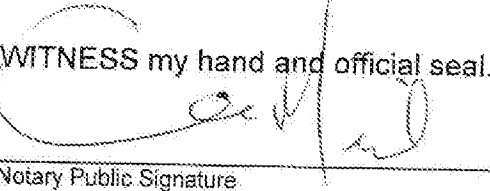
State of California }

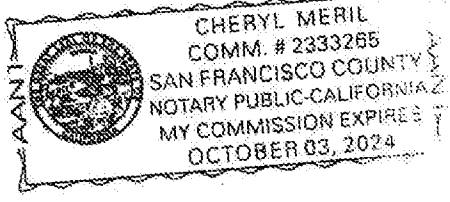
County of San Francisco }

On December 29, 2023 before me, Cheryl Meril, Notary Public
(Here insert name and title of the officer)

personally appeared Aston Waldman
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Notary Public Signature _____ (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
POA
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual(s)

Corporate Officer
CFO, Linder Research, Inc.
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other General

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

TILIA INC., a Delaware corporation (“Grantor”), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement by and between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 30 day of December, 2020.

TILIA INC.

By: 

Name: Aston Waldman

Title: President, CEO and Treasurer

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California }

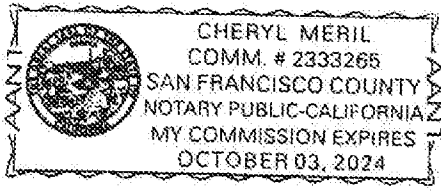
County of San Francisco }

On December 30, 2020 before me, Cheryl Meril Notary Public
(Here insert name and title of the officer)

personally appeared Aston Wolman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
POA
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

Individual(s) Corporate

Corporate Officer
President, CEO, Treasurer
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other Relig Inc. a Delaware Corporation