

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thalo, LLC		08/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3971452	D	
Registration Number:	5111870	D	
Registration Number:	4993868	D	
Registration Number:	5305658	DIGITAL PRODUCTION BUZZ	
Registration Number:	5305660	DIGITAL PRODUCTION BUZZ	
Registration Number:	4750779	DODDLE	
Registration Number:	4763151	DODDLE	
Registration Number:	4750777	DODDLE	
Registration Number:	4763149	DODDLE	
Registration Number:	3839269	DODDLE	
Registration Number:	5285714	LARRY JORDAN	
Registration Number:	5285716	LARRY JORDAN EDIT SMARTER	
Registration Number:	5285719	POWERUP	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			

OP \$340.00 3971452

Phone: 800-713-0755
Email: Ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 08/30/2021

Total Attachments: 18

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**SECURITY AGREEMENT
(TRADEMARKS)**

This SECURITY AGREEMENT (TRADEMARKS) dated as of August 27, 2021, in entered into between THALO, LLC, a Delaware limited liability company ("Assignor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignee has agreed to make certain financial accommodations available to P.H.D. Corp., a Delaware corporation formerly known as Plan Hold Corporation ("Plan Hold"), Chartpak, Inc., a Delaware corporation ("Chartpak"), and Clearprint Paper Company, Inc., a Delaware corporation ("Clearprint," and together with Plan Hold, Chartpak and any other entity that may hereafter become party to the Loan Agreement as a Borrower, individually, a "Borrower" and collectively, "Borrowers") from time to time pursuant to the terms and conditions of the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Assignee, Borrowers, Assignor and the other affiliates of Borrowers party thereto (the "Loan Agreement"); and

WHEREAS, Assignor owns all right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, including, but not limited to, those set forth on Exhibit 1 hereto (the "Trademarks"); and

WHEREAS, in order to secure the Obligations (as defined in the Loan Agreement), Assignor has granted to Assignee pursuant to the Loan Agreement and the other Financing Agreements a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Assignee has requested Assignor to enter into this Agreement to further evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, to secure payment and performance of all Obligations, Assignor hereby grants to Assignee a continuing security interest in, a lien upon, and a right of set off against, and hereby assigns to Assignee as security, the following property and interests in property of Assignor, whether now owned or hereafter acquired or existing, and wherever located:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");

(d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Assignor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h), together with any proceeds relating thereto, are hereinafter referred to collectively as the "Collateral."

Assignor hereby covenants with Assignee as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Assignee relating to the Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor is the owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and tradenames in which Assignor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Assignor as licensor), except for Assignee's interests granted hereunder; and (d) when this Agreement is filed in the United States Patent and Trademark Office and the Assignee has taken the other actions contemplated in this Agreement and by the Financing Agreements, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Assignee, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Assignor will maintain and renew all items of Collateral and all registrations of the Collateral and will defend the Collateral against the claims of all persons. Assignor will maintain the same standards of quality (which Assignee has reviewed) for the

goods and services in connection with which the Trademarks are used as Assignor maintained for such goods and services prior to entering into this Agreement. Assignee shall have the right to enter upon Assignor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, Assignor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Assignee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Assignor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Assignor shall give Assignee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Assignee's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan Agreement (an "Event of Default"), Assignor shall have the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Assignor's rights pursuant to Section 4 hereof shall, at Assignee's option, terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any all rights and remedies of law available to Assignee. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Assignor may sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Assignee to the contrary. The preceding sentence shall not limit any right or remedy granted to Assignee with respect to Assignor's inventory under the Financing Agreements or any other agreement now or hereafter in effect.

6. Power of Attorney. Concurrently with the execution and delivery hereof, Assignor shall execute and delivery to the Assignee, in the form of Exhibit 2 hereto, a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks or Future Trademarks pursuant to Section 5. Assignor hereby releases Assignee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Assignee under the powers of attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Assignee, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee. Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit 1 hereto to include any Future Trademarks or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Assignee of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Assignor without the prior written consent of Assignee; and, provided further, that Assignee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Further Acts. Assignor shall have the duty to prosecute diligently any application for the Trademarks and Future Trademarks pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and to make applications on material unregistered but registrable trademarks in any location where Assignor does business and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the prior written consent of Assignee.

12. Enforcement. Upon Assignor's failure to do so after Assignee's demand, or upon an Event of Default, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee or its agents for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 12.

13. Re-Assignment. At such time as all of the Obligations have been paid and performed in full and all of the Financing Agreements shall have been terminated, other than upon enforcement of Assignee's remedies under the Financing Agreements after an Event of

Default, Assignee will execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to release Assignor's lien in the Collateral, subject to any dispositions thereof which may have been made by Assignee pursuant hereto.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Agreement shall be given in the manner prescribed by the Financing Agreements.

16. Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

17. Financing Agreement. This Agreement is one of the Financing Agreements.

18. Construction. Capitalized terms used but not otherwise defined herein (including in the preamble and recitals hereof) that are defined in the Loan Agreement shall have the meanings given to them in the Loan Agreement. Unless otherwise defined herein or in the Loan Agreement, capitalized terms used herein that are defined in Article 1 or Article 9 of the Uniform Commercial Code shall have the meanings given therein. The rules of interpretation specified in the Loan Agreement (including Section 1 thereof) shall be applicable to this Agreement. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

19. Counterparts. 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Assignee reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

THALO, LLC, as Assignor

By: Steven W Roth
Name: Steven W Roth
Title: member / President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Assignee

By: _____
Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

THALO, LLC, as Assignor

By: _____

Name:

Title:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Assignee**

By: 

Name: MELISSA FROST

Title: Authorized Signatory

EXHIBIT 1

Trademarks

See attached.

Thalo, LLC Trademarks

August 2021

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Goods/Services	Status
United States (USPTO)	D (stylized)	77923280	01/29/2010	3971452	05/31/2011	009 - Computer software for wireless content delivery; computer software for mobile devices that may be downloaded from a global computer network, featuring industry specific directories and productivity, organizing and scheduling tools; computer software that provides real-time, integrated business management intelligence by combining information from various databases and presenting it in an easy-to-understand user interface; computer software that provides web-based access to applications and services through a web operating system or portal interface First use: 4/12/2010 Use in commerce: 5/30/2010	Registered
United States (USPTO)	D (stylized)	86279921	05/13/2014	5111870	01/03/2017	041 - Providing a website featuring non-downloadable articles in the field of entertainment, film, video, television, music, production of film, video, and television, information technology, internet television shows, and cultural events; Providing an Internet website portal featuring entertainment news and information specifically in the field of film, video and television production First use: 4/12/2010 Use in commerce: 5/30/2010	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Goods/Services	Status
United States (USPTO)	D (stylized)	86279912	05/13/2014	4993868	07/05/2016	035 - On-line business directories featuring businesses and individuals in the film, video, and television production industry; Providing an on-line computer database featuring trade information in the field of film, video and television production; Providing an on-line searchable database featuring employment opportunities and content about employment relevant to film, video and television production; Providing on-line employment information in the field of film, video and television production First use: 4/12/2010 Use in commerce: 5/30/2010	Registered
United States (USPTO)	DIGITAL PRODUCTION BUZZ	87345608	02/22/2017	5305658	10/10/2017	009 - Downloadable audio and video recordings in the field of film production, television production, filmmaking, video production and postproduction, film and video distribution, and news items of general interest to the film-making community First use: 12/31/2007 Use in commerce: 12/31/2007 041 - Entertainment services, namely, providing podcasts in the field of filmmaking, video production and post-production; providing a website featuring non-downloadable videos in the field of filmmaking, video production and post-production First use: 12/31/2007 Use in commerce: 12/31/2007	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Goods/Services	Status
United States (USPTO)	DIGITAL PRODUCTION BUZZ	87345683	02/22/2017	5305660	10/10/2017	009 - Downloadable audio and video recordings in the field of film production, television production, filmmaking, video production and postproduction, film and video distribution, and news items of general interest to the film-making community First use: 12/31/2007 Use in commerce: 12/31/2007	Registered
United States (USPTO)	DODDLE	86279883	05/13/2014	4750779	06/09/2015	035 - On-line business directories featuring businesses and individuals in the film, video, and television production industry; Providing an on-line computer database featuring trade information in the field of film, video and television production; Providing an on-line searchable database featuring employment opportunities and content about employment relevant to film, video and television production; Providing on-line employment information in the field of film, video and television production First use: 2/25/2010 Use in commerce: 4/12/2010	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Goods/Services	Status
United States (USPTO)	DODDLE	86279892	05/13/2014	4763151	06/30/2015	041 - Providing a website featuring non-downloadable articles in the field of entertainment, film, video, television, music, production of film, video, and television, information technology, internet television shows, and cultural events; Providing an Internet website portal featuring entertainment news and information specifically in the field of film, video and television production First use: 2/25/2010 Use in commerce: 4/12/2010	Registered
United States (USPTO)	DODDLE	86279855	05/13/2014	4750777	06/09/2015	035 - On-line business directories featuring businesses and individuals in the film, video, and television production industry; Providing an on-line computer database featuring trade information in the field of film, video and television production; Providing an on-line searchable database featuring employment opportunities and content about employment relevant to film, video and television production; Providing on-line employment information in the field of film, video and television production First use: 2/25/2010 Use in commerce: 4/12/2010	Registered
United States (USPTO)	DODDLE	86279867	05/13/2014	4763149	06/30/2015	041 - Providing a website featuring non-downloadable articles in the field of entertainment, film, video, television, music, production of film, video, and television, information technology, internet television shows, and cultural events; Providing an Internet website portal featuring entertainment news and	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Goods/Services	Status
United States (USPTO)	DODDLE	77859729	10/28/2009	3839269	08/24/2010	information specifically in the field of film, video and television production First use: 2/25/2010 Use in commerce: 4/12/2010	Registered
United States (USPTO)	LARRY JORDAN	87345715	02/22/2017	5285714	09/12/2017	009 - Downloadable audio and video recordings in the field of Filmmaking, Video Production and Postproduction First use: 12/31/2007 Use in commerce: 12/31/2007 041 - Entertainment services, namely, providing podcasts in the field of Filmmaking, Video Production and Post-production; providing a website featuring non-downloadable videos in the field of Filmmaking, Video Production and Post-production; education services, namely, providing non-downloadable webinars in the field	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Goods/Services	Status
United States (USPTO)	LARRY JORDAN EDIT SMARTER	87345724	02/22/2017	5285716	09/12/2017	<p>009 - Downloadable audio and video recordings in the field of Filmmaking, Video Production and Postproduction First use: 12/31/2007 Use in commerce: 12/31/2007</p> <p>041 - Entertainment services, namely, providing podcasts in the field of Filmmaking, Video Production and Post-production; providing a website featuring non-downloadable videos in the field of Filmmaking, Video Production and Post-production; education services, namely, providing non-downloadable webinars in the field of Filmmaking, Video Production and Post-production; providing education courses in the field of Filmmaking, Video Production and Post-production offered through online, non-downloadable videos and instructor assistance First use: 12/31/2007 Use in commerce: 12/31/2007</p>	Registered

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Goods/Services	Status
United States (USPTO)	POWERUP	87345749	02/22/2017	5285719	09/12/2017	<p>009 - Downloadable audio and video recordings in the field of Filmmaking, Video Production and Postproduction First use: 12/31/2007 Use in commerce: 12/31/2007</p> <p>041 - Entertainment services, namely, providing podcasts in the field of Filmmaking, Video Production and Post-production; providing a website featuring non-downloadable videos in the field of Filmmaking, Video Production and Post-production; education services, namely, providing non-downloadable webinars in the field of Filmmaking, Video Production and Post-production; providing education courses in the field of Filmmaking, Video Production and Post-production offered through online, non-downloadable videos and instructor assistance First use: 12/31/2007 Use in commerce: 12/31/2007</p>	Registered

EXHIBIT 2

Special Power of Attorney

See attached.

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
):ss
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT, THALO, LLC, a Delaware limited liability company (hereinafter called "Assignor"), hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement (Trademarks) dated the date hereof, between Assignor and Assignee.

Dated: August 27th, 2021

THALO, LLC
By: Steven W Roth
Name: Steven W Roth
Title: member / President