

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAD SQUAD LLC		03/30/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Star Mountain Strategic Credit Income Fund IV, LP		
Street Address:	2 Grand Central Tower		
Internal Address:	140 East 45th St, 37th Floor, c/o Star Mountain Capital, LLC		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4900309	PADSQUAD TABLET MOBILE ENGAGEMENT PLATFO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (154502-01031)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	154502-01031		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	03/30/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, "Agreement") is made as of this 30th day of March, 2022, by the Persons listed on the signature pages hereof (collectively and individually, "Company"), and delivered to STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP, having a mailing address of c/o Star Mountain Capital, LLC, 2 Grand Central Tower, 140 East 45th Street, 37th Floor, New York, New York 10017, Attention: Bruce Eatroff, as agent ("Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, this Agreement is being executed and delivered to Agent as additional security for the Obligations under that certain Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among PADSQUAD LLC, a New Jersey limited liability company ("PadSquad"), and together with each other Person from time to time joined as a borrower to the Credit Agreement, and all of their respective permitted successors and assigns, collectively, "Borrowers", and each individually, a "Borrower"), PADSQUAD HOLDINGS LLC, a Delaware limited liability company ("Holdco"), and together with each other Person from time to time joined as a guarantor to the Credit Agreement or who may guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns, collectively, "Guarantors", and each individually, a "Guarantor"), Agent and each of the financial institutions identified as "Lenders" in the Credit Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, Company has filed applications for and/or obtained registrations trademarks and service marks listed on Schedule A attached hereto and made part hereof (such trademarks hereinafter referred to as the "Assets").

NOW THEREFORE, with the foregoing recitals are 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 Credit Agreement and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Agent, for the benefit of Secured Parties, 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. Company represents, warrants and covenants that:
 - (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
 - (b) To the best of Company's knowledge, without investigation, the Assets for which a registration has been secured is valid and enforceable;
 - (c) To the best of Company's knowledge, without investigation, the Company : (i) is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, (ii) the Assets are free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Company not to sue third persons, except for Permitted

Encumbrances, and (iii) the 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) 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 the Company which are necessary and material for the conduct of its business.

3. Company shall: (i) except as expressly permitted under the Credit Agreement, not sell, convey, assign or otherwise dispose of, or grant any option to, any of the Assets and (ii) maintain records with respect to the Assets in accordance with the Credit Agreement.

4. Company shall not enter into any agreement, or knowingly take any other action, that would restrict the transferability of any of the Assets or otherwise impair or conflict with its obligations or the rights of the Agent or Secured Parties hereunder.

5. So long as an Event of Default has not occurred and is continuing under the Credit Agreement, Agent and Secured Parties 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 an Event of Default occurs under the Credit Agreement, 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 Credit Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, 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 as necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. 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 until all Obligations (other than Inchoate Obligations) are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

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

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

9. Upon Borrowers' full and unconditional satisfaction of all Obligations (other than the Inchoate Obligations), Agent shall promptly, and in no event more than thirty (30) days from the date of Borrower's satisfaction of all Obligations, execute and deliver to Company all documents reasonably

necessary to terminate and fully release Agent's security interest in and to the Assets.

10. Any and all reasonable fees, costs and expenses incurred by Agent on its behalf and on behalf of the Secured Parties, shall be borne and paid by Company in accordance with Section 16.9 of the Credit Agreement.

11. The Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such 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. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph in accordance with Section 16.9 of the Credit Agreement.

12. During the existence of an Event of Default under the Credit Agreement, 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 16.9 of the Credit Agreement.

13. No course of dealing between any or all Credit Parties and Agent or any Secured Party nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Secured Parties' rights and remedies with respect to the Assets, whether established hereby, or by any other future agreements between any or all Borrowers and Agent or any Secured Party 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.

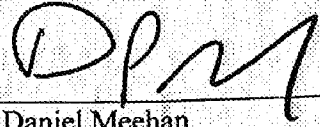
17. **The provisions of Sections 12.3 (Jury Waiver), 16.1 (Governing Law), 16.2(a) (Entire Understanding, excepting reference to Other Documents), 16.6 (Notices), 16.12 (Captions) and 16.14 (Construction) of the Credit Agreement are incorporated herein by reference and shall apply to this Agreement and the parties hereto *mutatis mutandis*.**

18. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other method of electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[Signature Page Follows]

Dated the date and year first written above.

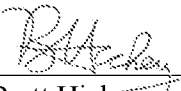
PADSQUAD LLC

By: 
Name: Daniel Meehan
Title: President/Chief Executive Officer

[Signatures Continued from Previous Page]

Approved and Accepted:

**STAR MOUNTAIN STRATEGIC CREDIT
INCOME FUND IV, LP**

By:  _____
Name: Brett Hickey
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS:

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
PADSQUAD TABLET MOBILE ENGAGEMENT PLATFORM	USA	Pad Squad LLC	February 16, 2016	4900309

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