

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772696

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900724966

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clearview Systems, LLC		10/11/2022	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP
Street Address:	140 East 45th Street, 37th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6184233	RIP-IT
Registration Number:	5504345	
Registration Number:	4671011	VISION PRO
Registration Number:	4671008	DEFENSE PRO
Registration Number:	4671006	DEFENSE
Registration Number:	3011666	
Registration Number:	2534613	RINGOR
Serial Number:	97585380	DEFENDER SPORTS

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.

Email: kareem.ansley@blankrome.com**Correspondent Name:** KAREEM ANSLEY**Address Line 1:** BLANK ROME LLP**Address Line 2:** 717 TEXAS AVENUE, SUITE 1400**Address Line 4:** HOUSTON, TEXAS 77002**ATTORNEY DOCKET NUMBER:** 154502-01044

NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	12/08/2022
Total Attachments: 5 source=Trademark Security Agreement (PNC-SM-Clearview)#page1.tif source=Trademark Security Agreement (PNC-SM-Clearview)#page2.tif source=Trademark Security Agreement (PNC-SM-Clearview)#page3.tif source=Trademark Security Agreement (PNC-SM-Clearview)#page4.tif source=Trademark Security Agreement (PNC-SM-Clearview)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of October 11, 2022, is made by CLEARVIEW SYSTEMS, LLC, a Florida limited liability company (the "Grantor"), in favor of STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP (the "Grantee"), as collateral agent (in such capacity, "Collateral Agent") for the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually, a "Lender") to that certain Revolving Credit and Term Loan Agreement (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the "Credit Agreement"), dated as of October 11, 2022, by and among the Grantor and the other Borrowers (as defined therein) party thereto, CLEARVIEW INTERMEDIATE II, LLC, a Delaware limited liability company, and the other Guarantors (as defined therein) party thereto, the Lenders, the Grantee, in its capacities as Collateral Agent and as administrative agent for the Lenders (in such capacity, "Administrative Agent"), and PNC Bank, National Association ("PNC"), as revolving agent for the Revolving Lenders (as defined therein).

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantor;

WHEREAS, under the terms of the Security and Pledge Agreement, dated as of the date hereof, by and among Grantor, Collateral Agent and the other parties thereto (the "Security Agreement"), the Grantor has granted to the Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, the Security Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with the Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use (or similar) trademark applications for which an amendment to allege use, statement of use or similar filing has not been filed under applicable Law, or if filed, has not been deemed in conformance with applicable Law or examined and accepted, respectively, by the USPTO or other applicable Governmental Authority; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. The Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Security Agreement and Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This Trademark Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

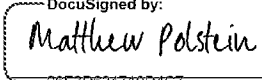
8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and the Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

CLEARVIEW SYSTEMS, LLC

By: 
Name: Matthew E. Polstein
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP,
as Grantee and Administrative Agent for the Lenders


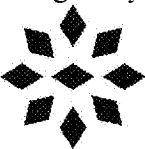

By:  _____

Name: Brett Hickey

Title: Authorized Signatory

Address: c/o Star Mountain Capital, LLC
Two Grand Central Tower
140 East 45th Street, 37th Floor
New York, New York 10017

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

	Grantor	Country	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
1:	Clearview Systems, LLC	USA	DEFENDER SPORTS	(97585380)	(9/9/2022)	Live
2:	Clearview Systems, LLC	USA	RIP-IT and Design 	6184233	10/27/2020	Live
3:	Clearview Systems, LLC	USA	Design only 	5504345	6/26/2018	Live
4:	Clearview Systems, LLC	USA	VISION PRO	4671011	1/13/2015	Live
5:	Clearview Systems, LLC	USA	DEFENSE PRO	4671008	1/13/2015	Live
6:	Clearview Systems, LLC	USA	DEFENSE	4671006	1/13/2015	Live
7:	Clearview Systems, LLC	USA	Design only 	3011666	11/1/2005	Live
8:	Clearview Systems, LLC	USA	RINGOR	2534613	1/29/2002	Live

[Schedule 1 – Trademark Security Agreement]

154502.01044/129700428v.3

RECORDED: 10/11/2022

TRADEMARK
REEL: 007891 FRAME: 0299