

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769213

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|---|---|------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MASTERWORK ELECTRONICS, INC. | | 11/17/2022 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, L.P. | | |
| Street Address: | Two Grand Central Tower | | |
| Internal 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2465263 | MASTERWORK ELECTRONICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 6172485000 | | |
| Email: | tmadmin@choate.com | | |
| Correspondent Name: | Sara M. Bauer | | |
| Address Line 1: | Two International Place | | |
| Address Line 2: | Choate Hall & Stewart LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 2017217-0004 | | |
| NAME OF SUBMITTER: | Sara M. Bauer | | |
| SIGNATURE: | /sara bauer/ | | |
| DATE SIGNED: | 11/21/2022 | | |
| Total Attachments: 4 | | | |
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 17, 2022

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MASTERWORK ELECTRONICS, INC., a California corporation ("Grantor"), having its principal office at 891 Kuhn Dr, Suite 216, Chula Vista, California 91914-3551, hereby grants to STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, L.P., in its capacity as administrative agent, (in such capacity, "Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) all proceeds and products of each Mark, (c) the goodwill of the businesses with which each Mark is associated, (d) all causes of action arising prior to or after the date hereof for infringement of each Mark or unfair competition regarding the same and (e) all damages and payments arising from past, present and future past and future infringements of each Mark or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Term Loan Credit Agreement by and among (i) Grantor (collectively, jointly and severally, with the other Borrowers from time to time party thereto, each a "Borrower" and collectively, the "Borrowers"); (ii) the Guarantors from time to time party thereto; (iii) Grantee; and (iv) the financial institutions or other entities from time to time parties thereto (as such agreement may have been amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement. Upon termination of the Credit Agreement and the payment in full of the Obligations (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

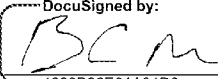
This Grant has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

MASTERWORK ELECTRONICS, INC.

DocuSigned by:
By: 
Name: Bhawmesh Mathur
Title: Chief Executive Officer

GRANTEE:

**STAR MOUNTAIN STRATEGIC CREDIT
INCOME FUND IV, L.P.**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date set forth above.

GRANTOR:

MASTERWORK ELECTRONICS, INC.

By: _____

Name:

Title:

GRANTEE:

**STAR MOUNTAIN STRATEGIC CREDIT
INCOME FUND IV, L.P.**


By:  _____

Name: Brett Hickey

Title: Authorized Signatory

Schedule A to Grant of Security Interest in United States Trademarks

TRADEMARKS

| <u>Trademark</u> | <u>Registration / Application Number</u> | <u>Registration / Filing Date</u> |
|---|--|-----------------------------------|
|  | 2,465,263 | July 3, 2001 |