

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774912

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GridSource Incorporated, LLC		12/16/2022	Limited Liability Company: LOUISIANA
Gridsource Intermediate Holdco, LLC		12/16/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Star Mountain Strategic Credit Income Fund IV, LP		
<b>Street Address:</b>	140 East 45th Street		
<b>Internal Address:</b>	37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5801585	GS	
<b>Registration Number:</b>	5801430	GRIDSOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (154502-01046 F.M.)		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	154502-01046		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	12/16/2022		
<b>Total Attachments: 5</b>			

OP \$65.00 5801585

source=Trademark Security Agreement (SM-Gridsource) - Executed#page1.tif  
source=Trademark Security Agreement (SM-Gridsource) - Executed#page2.tif  
source=Trademark Security Agreement (SM-Gridsource) - Executed#page3.tif  
source=Trademark Security Agreement (SM-Gridsource) - Executed#page4.tif  
source=Trademark Security Agreement (SM-Gridsource) - Executed#page5.tif

**TRADEMARK SECURITY AGREEMENT**

**This TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of December 16, 2022, is made by GRIDSOURCE INCORPORATED, LLC, a Louisiana limited liability company (the "Grantor"), in favor of STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP (the "Grantee"), as agent (in such capacity, together with its successors and assigns in such capacity, "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 Term Loan and Security Agreement (as in effect on the date hereof and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of December 16, 2022, by and among the Grantor, the other Borrowers (as defined therein) party thereto, GRIDSOURCE INTERMEDIATE HOLDCO, LLC, a Delaware limited liability company, the other Guarantors (as defined therein) party thereto, the Lenders and the Grantee, in its capacity as Agent.

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

**WHEREAS**, under the terms of the Loan 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 Loan 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 Body; 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 Loan Agreement. The provisions of the Loan 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 Loan 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.

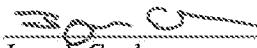
8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, 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 Loan 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.

**GRIDSOURCE INCORPORATED, LLC**

By:   
Name: Joseph Conlon  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007923 FRAME: 0530**


AGREED TO AND ACCEPTED:

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

By:   
\_\_\_\_\_  
Name: Brett Hickey  
Title: Authorized Signatory

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

**SCHEDULE 1**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

	<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Status</b>
1:	GridSource Incorporated, LLC	USA		5801585	07/09/2019	Live
2:	GridSource Incorporated, LLC	USA	GRIDSOURCE	5801430	07/09/2019	Live

[Schedule 1 – Trademark Security Agreement]

154502.01046/129972242v.2

**RECORDED: 12/16/2022**

**TRADEMARK**  
**REEL: 007923 FRAME: 0532**