

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spectrum Science Communications, LLC		02/01/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5173918	SPECTRUM WHERE HEALTH, SCIENCE AND COMMU
Registration Number:	5178974	SPECTRUM SCIENTIFIC METHOD
Registration Number:	5194244	SPECTRUM
Registration Number:	5136321	GLOBALHEALTHPR WE WORK. TOGETHER.
Registration Number:	5471492	GALILEO6
Registration Number:	6563432	SS SPECTRUM
Registration Number:	6316580	SS
Registration Number:	6147243	BEYOND THE SCIENCE QUO
Registration Number:	6147541	SPECTRUMTIFIC METHOD

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: rlavage@kslaw.com
 Correspondent Name: Ryan La Valle
 Address Line 1: 110 N. Wacker Drive
 Address Line 2: Suite 3800
 Address Line 4: Chicago, ILLINOIS 60606

CH \$240.00 5173918

NAME OF SUBMITTER:	Ryan La Valle
SIGNATURE:	/Ryan La Valle/
DATE SIGNED:	02/01/2023
Total Attachments: 7 source=Project Moon - Trademark Security Agreement (Executed)#page1.tif source=Project Moon - Trademark Security Agreement (Executed)#page2.tif source=Project Moon - Trademark Security Agreement (Executed)#page3.tif source=Project Moon - Trademark Security Agreement (Executed)#page4.tif source=Project Moon - Trademark Security Agreement (Executed)#page5.tif source=Project Moon - Trademark Security Agreement (Executed)#page6.tif source=Project Moon - Trademark Security Agreement (Executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of February 1, 2023 among the Grantor listed on the signature page hereof (the “**Grantor**”) and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as Collateral Agent for the Lenders (together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of February 1, 2023 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among KL MOON ACQUISITION, LLC, a Delaware limited liability company (the “**Administrative Borrower**”), KL MOON INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent and Collateral Agent, Lenders have agreed to make Loans to the Administrative Borrower from time to time upon the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to the Administrative Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security and Pledge Agreement dated as of February 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations and Trademark applications, including, without limitation, those referred to on Schedule 1 hereto; and

(b) the related IP Ancillary Rights.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon the Grantor, its successors and assigns and shall insure, together with the rights and remedies of Collateral Agent and the other Secured Parties hereunder, to the benefit of Collateral Agent and the other Secured Parties and their successors and assigns.

6. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed 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. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to

any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. **MISCELLANEOUS.** The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*) 12.11 (*WAIVER OF JURY TRIAL*) and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

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

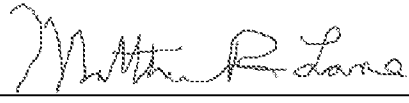
GRANTOR:

**SPECTRUM SCIENCE COMMUNICATIONS,
LLC, as the Grantor.**

By: Jonathan Wilson
Name: Jonathan Wilson
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

**MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Collateral Agent**





By: 

Name: Matthew R. Lane

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Country	Mark	Registration No.	Registration Date
Spectrum Science Communications, LLC	USA		5173918	4/4/2017
Spectrum Science Communications, LLC	USA	Spectrum Scientific Method	5178974	4/11/2017
Spectrum Science Communications, LLC	USA	SPECTRUM	5194244	5/2/2017
Spectrum Science Communications, LLC	USA		5136321	2/7/2017
Spectrum Science Communications, LLC	USA	Galileo6	5471492	5/15/2018
Spectrum Science Communications, LLC	USA		6563432	11/16/2021
Spectrum Science Communications, LLC	USA		6316580	4/6/2021
Spectrum Science	USA	BEYOND THE SCIENCE QUO	6147243	9/8/2020

Communications, LLC				
Spectrum Science Communications, LLC	USA	SPECTRUMTIFIC METHOD	6147541	9/8/2020