

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signature Party Rentals, LLC		02/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Star Mountain Strategic Credit Income Fund IV, LP		
Street Address:	140 East 45 Street		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6048338	S	
Registration Number:	6048337	S SIGNATURE	
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:	2017217-0005		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	03/14/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2023, is made by Signature Party Rentals, LLC, a Delaware limited liability company (“Grantor”), in favor of Star Mountain Strategic Credit Income Fund IV, LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 16, 2022 (as amended by the Limited Waiver and First Amendment, dated as of the date hereof, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SLP Tacer Operating, LLC, a Delaware limited liability company (together with each other Person who joins the Credit Agreement as a “Borrower”, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of December 16, 2022 in favor of the Administrative Agent (as amended, restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”) to pledge and grant to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor’s Intellectual Property, including, without limitation, the Trademark Collateral (as defined below), and the Security Agreement requires that Grantor execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those U.S. applied for and registered Trademarks referred to on Schedule 1 hereto, but not including any “intent to use” Trademark applications for which a statement of use has not been filed;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

SIGNATURE PARTY RENTALS, LLC,
as Grantor

DocuSigned by:
By:  _____
720AB057392447B...

Name: Devaunt LeClaire

Title: Authorized Signatory

ACKNOWLEDGED AND AGREED
as of the date first above written:

STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP,
as Administrative Agent

By:  _____



Name: Brett Hickey

Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

TRADEMARKS		
	RN: 6048338 SN: 88011352	Registered: May 5, 2020 Int'l Class: 37,40,41,43 First Use: November 1, 2018 Filed: June 22, 2018 Register Type: Principal Register
 SIGNATURE	RN: 6048337 SN: 88011339	Registered: May 5, 2020 Int'l Class: 37,40,41,43 First Use: November 1, 2018 Filed: June 22, 2018 Register Type: Principal Register

2. U.S. TRADEMARK APPLICATIONS

None.