

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Starc Systems, Inc.		07/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6792989	STAR SYSTEMS	
Registration Number:	6792473	CONTAINMENT BEYOND COMPARISON	
Registration Number:	6708816	LITEBARRIER	
Registration Number:	6708815	REALWALL	
Registration Number:	4765213	STARC	
Serial Number:	90547536	FIREBLOCKWALL	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle St Ste 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00090		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/s/Robert E. Horwath		
DATE SIGNED:	07/26/2023		

OP \$165.00 6792989

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of July 26, 2023, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, STARC SYSTEMS ACQUISITION, LLC, a Delaware limited liability company (“*Initial Borrower*”) and, upon consummation of the Merger, **STARC SYSTEMS, INC.**, a Delaware corporation (“*Company*”, and together with Initial Borrower, individually and collectively, the “*Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, **STARC SYSTEMS HOLDCO, INC.**, a Delaware corporation (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*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, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so

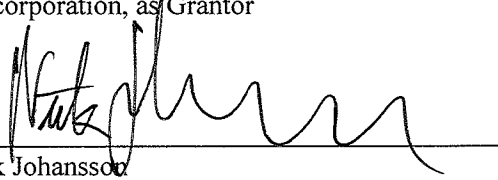
executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

STARC SYSTEMS, INC.,
a Delaware corporation, as Grantor

By: 
Name: Nick Johansson
Title: Authorized Signatory

Accepted:

BYLINE BANK, as Agent

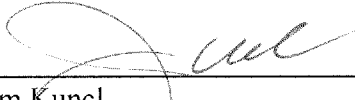
By: 
Name Jim Kuncel
Title: Managing Director

EXHIBIT A

Registered Trademarks

Owner	Registered Trademark	Registration / Application Date	Registration No./Status	Application No.	Jurisdiction
Starc Systems, Inc.	STARC SYSTEMS	7/19/2022	6792989	90769562	U.S.A.
Starc Systems, Inc.	CONTAINMENT BEYOND COMPARISON	7/19/2022	6792473	90609522	U.S.A.
Starc Systems, Inc.	LITEBARRIER	4/19/2022	6708816	90547532	U.S.A.
Starc Systems, Inc.	REALWALL	4/19/2022	6708815	90547528	U.S.A.
Starc Systems, Inc.	STARC	6/30/2015	4765213	86099376	U.S.A.

Trademark Applications

Owner	Trademark	Application Date	Status	Application No.	Jurisdiction
Starc Systems, Inc.	FIREBLOCKWALL	2/25/2021	Pending – awaiting publication	90547536	U.S.A.