

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM834396

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900791155		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VERSAR, INC.		08/04/2023	Corporation: DELAWARE
Versar National Security Solutions LLC f/k/a BayFirst Solutions, LLC		08/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP		
<b>Street Address:</b>	2 GRAND CENTRAL TOWER, 140 EAST 45TH STREET, 37TH FL.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4750410	VERSAR	
<b>Registration Number:</b>	3085286	MARS	
<b>Registration Number:</b>	1184290	VERSAR	
<b>Registration Number:</b>	0917848	VERSAR	
<b>Registration Number:</b>	3411711	BAYFIRST SOLUTIONS LLC	
<b>Registration Number:</b>	3431183		
<b>Registration Number:</b>	3405372	BAYFIRST	
<b>Serial Number:</b>	97149227	V VERSAR YOUR NEEDS. OUR MISSION.	
<b>Serial Number:</b>	97149203	YOUR NEEDS. OUR MISSION.	
<b>Serial Number:</b>	97149191	V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	kareem.ansley@blankrome.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		

**Address Line 1:** BLANK ROME LLP  
**Address Line 2:** 717 TEXAS AVENUE, SUITE 1400  
**Address Line 4:** HOUSTON, TEXAS 77002

**ATTORNEY DOCKET NUMBER:** 154502-01050

**NAME OF SUBMITTER:** Kareem Ansley

**SIGNATURE:** /Kareem Ansley/

**DATE SIGNED:** 08/24/2023

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of August 4, 2023, is made by the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors after the date hereof (individually a "Grantor", and collectively the "Grantors"), in favor of STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP (the "Grantee"), in its capacity as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the "Agent") for the financial institutions which are now or which hereafter become a party (collectively, the "Lenders" and each individually, a "Lender") to that certain Revolving Credit and Term Loan Agreement (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the "Credit Agreement"), dated as of August 4, 2023, by and among the Grantors and the other Borrowers (as defined therein) party thereto and the other Guarantors (as defined therein) party thereto, the Lenders, the Grantee, in its capacities as Collateral Agent and as administrative agent for the Lenders (in such capacity, "Administrative Agent"), and WINGSPIRE CAPITAL LLC ("Wingspire"), as revolving agent for the Revolving Lenders (as defined therein).

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

**WHEREAS**, under the terms of the Security and Pledge Agreement, dated as of the date hereof, by and among Grantor, Collateral Agent and the other parties thereto (the "Security 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 Credit Agreement, and if not defined therein, the Security 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 Authority; 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 Security Agreement. The provisions of the Security 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 Security Agreement and Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. The Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to the Grantee an original of a Special Power of Attorney for the implementation, following the occurrence of an Event of Default, of the assignment, sale or other disposition of the Trademark Collateral pursuant to the Grantee's exercise of the rights and remedies granted to the Grantee hereunder and under the Credit Agreement and Other Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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 Credit 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.

**GRANTORS:**

**VERSAR, INC.**

DocuSigned by:  
*James Jaska*  
0836F636F65E4D1...  
By: \_\_\_\_\_  
Name: James Jaska  
Title: President and CEO


**VERSAR NATIONAL SECURITY SOLUTIONS  
LLC (f/k/a BayFirst Solutions, LLC)**

DocuSigned by:  
*James Jaska*  
0836F636F65E4D1...  
By: \_\_\_\_\_  
Name: James Jaska  
Title: President and CEO

Signatures Continued from Previous Page

**AGREED TO AND ACCEPTED:**



**STAR MOUNTAIN STRATEGIC CREDIT  
INCOME FUND IV, LP, as Grantee**





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

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

Registered Trademarks:

Owner	Trademark	Jurisdiction	Registration #	Registration Date
Versar, Inc.	VERSAR	USA	4750410	06/09/2015
Versar, Inc.	MARS	USA	3085286	04/25/2006
Versar, Inc.	VERSAR	USA	1184290	01/05/1982
Versar, Inc.	VERSAR	USA	0917848	08/03/1971
Versar National Security Solutions LLC		USA	3411711	04/15/2008
Versar National Security Solutions LLC		USA	3431183	05/20/2008
Versar National Security Solutions LLC	BAYFIRST	USA	3405372	04/01/2008

Trademark Applications:

Owner	Trademark	Jurisdiction	Application #	Application Date
Versar, Inc.		USA	97149227	11/30/2021
Versar, Inc.	YOUR NEEDS. OUR MISSION. <small>FROM NEEDS. OUR MISSION.</small>	USA	97149203	11/30/2021
Versar, Inc.		USA	97149191	11/30/2021

[Schedule 1 – Trademark Security Agreement]