

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846955

<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>
Federal Hearings & Appeals Services, LLC		10/13/2023	Limited Liability Company: 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, 37th Floor		
<b>Internal Address:</b>	Two Grand Central Tower		
<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>	4967193	FHAS FEDERAL HEARINGS & APPEALS SERVICES	
<b>Registration Number:</b>	2327410	FEDERAL HEARINGS & APPEALS SERVICES, INC	
<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>Phone:</b>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky Troutman (ker)		
<b>SIGNATURE:</b>	/Becky Troutman/		
<b>DATE SIGNED:</b>	10/18/2023		
<b>Total Attachments: 9</b>			
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**PATENTS, TRADEMARKS AND COPYRIGHTS  
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 13<sup>th</sup> day of October, 2023, by the Persons listed on the signature pages hereof (collectively and individually, “Company”), and delivered to STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP, having a mailing address of 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, as agent (“Agent”) for the lenders identified in the Credit Agreement, as that term is defined below (the lenders, together with each of their successors and permitted assigns, each individually a “Lender” and collectively the “Lenders”).

**BACKGROUND**

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Credit Parties under that certain Term Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among SHEPHERD INTERMEDIATE, LLC, a Delaware limited liability company (“Intermediate”), after the consummation of the Closing Date Acquisition, FEDERAL HEARINGS & APPEALS SERVICES, LLC, a Delaware limited liability company (“FHAS”), each other Person joined as a party thereto as a “Borrower” in accordance with Section 6.10 thereof (such Persons, together with Intermediate and FHAS, each a “Borrower” and collectively, the “Borrowers”), SHEPHERD PARENT HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the other Persons identified on the signature pages thereto as “Guarantors” (such Persons, together with Holdings and each other Person that becomes a Guarantor in accordance of Section 6.10 thereof, collectively, the “Guarantors”), the Lenders and Agent. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has filed applications for and/or obtained registrations of the patents, if any, (collectively, the “Patents”); the trademarks and service marks, if any, (collectively, “Trademarks”); and copyrights, if any, which have been federally registered (collectively, the “Copyrights”); listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks and Copyrights hereinafter referred to as the “Assets”).

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Agent, for the ratable benefit of Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:

(a) To the best of each Company’s knowledge, without investigation, the Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of each Company's knowledge, without investigation, each of the Assets is valid and enforceable;

(c) To the best of each Company's knowledge, without investigation, the Company listed on Schedule A as the owner of each Asset (the "Applicable Company") is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any Liens (other than Permitted Encumbrances), claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Applicable Company not to sue third persons; Applicable Company has the power to transfer the Assets with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens (other than Permitted Encumbrances) or encumbrances of any kind;

(d) Each Company has the unqualified corporate or organizational right, power and authority to enter into this Agreement and perform its terms including the authority to grant a security interest hereunder;

(e) The Assets listed on Schedule A constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by either Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been paid in full (other than Inchoate Obligations) and the Credit Agreement shall have been terminated, either Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended Schedule A.

3. Company shall: (i) perform all of its obligations under or in connection with the Assets in accordance with customary business practices, (ii) not alter or permit the alteration of any material portion (individually or collectively) of the Assets, (iii) not do or permit any act which would impair any material portion of the Assets, (iv) except as permitted herein and the Credit Agreement, not sell, convey, assign or otherwise dispose of, or grant any option to, any of the Assets, and (v) reasonably maintain in good condition all of the records with respect to the Assets.

4. Company shall not enter into any agreement or take any other action, that would materially restrict the transferability of any of the Assets or otherwise materially impair or conflict with its obligations or the rights of the Agent or Lenders hereunder.

5. So long as an Event of Default has not occurred and is continuing under the Credit Agreement, the Applicable Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Credit Agreement and Agent and Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. If and while an Event of Default exists and is continuing under the Credit Agreement, each Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company agrees to execute and deliver to Agent a power of attorney in the form attached hereto as Exhibit 1 and hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in

its exclusive discretion, as such Company's true and lawful attorney-in-fact, with the power to endorse such Company's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 2. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Other Documents, and until all Obligations (other than Inchoate Obligations) are paid in full and the Credit Agreement is terminated.

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

8. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Credit Agreement and the Other Documents. In the event of any inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

9. Upon Borrowers' performance of all of the obligations under the Credit Agreement and the Other Documents and full and unconditional satisfaction of all Obligations (other than the Inchoate Obligations), Agent shall execute and deliver to the Applicable Company all documents necessary to terminate Agent's security interest in the Assets.

10. Reasonable fees, costs and expenses, including the reasonable documented out-of-pocket attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable documented out-of-pocket attorney's fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

11. The Applicable Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Applicable Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its reasonable discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Each Company shall promptly, upon demand, reimburse and indemnify Agent for all actual damages, reasonable costs and expenses, including reasonable documented out-of-pocket attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

12. During the existence of an Event of Default under the Credit Agreement, Agent may, without any obligation to do so, complete any obligation of any Company hereunder, in either Company's name or in Agent's name, but at Company's expense, and each Company hereby agrees to reimburse Agent in full for all reasonable costs and expenses, including reasonable documented out-

of-pocket attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

13. No course of dealing between any or all Borrowers and Agent or any Lender nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Other Documents, or by any other future agreements between any or all Borrowers and Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

**17. Each Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Credit Agreement and the Other Documents.**

18. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other similar method of electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto. This Agreement may, upon execution, be delivered by facsimile, electronic mail (including pdf) or as any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and electronic signatures or the keeping of records in electronic form shall be valid and effective for all purposes to the fullest extent permitted by applicable law.

*[Signature Page Follows]*

Dated the date and year first written above.

**from and after the consummation of  
the Closing Date Acquisition**

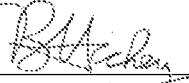
**FEDERAL HEARINGS & APPEALS  
SERVICES, LLC**

DocuSigned by:  
By: Mark Etchin  
Name: Mark Etchin  
Title: President

[Signatures Continued on Following Page]

Approved and Accepted:

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

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



**SCHEDULE A**

**TRADEMARKS:**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>OWNER</b>
FHAS Federal Hearings & Appeals Services, Inc.	86448133	Registered	4967193	May 31, 2016	Federal Hearings and Appeals Services, Inc.
Federal Hearings & Appeals Services, Inc.	75420105	Registered	2327410	March 7, 2000	Federal Hearings & Appeals Services, Inc.

**TRADEMARK APPLICATIONS**

None.

**COPYRIGHTS:**

None.

**COPYRIGHT APPLICATIONS:**

None.

**PATENTS:**

None.

**PATENT APPLICATIONS:**

None.

**EXHIBIT 1**

**POWER OF ATTORNEY**

FEDERAL HEARINGS & APPEALS SERVICES, LLC, a Delaware limited liability company (“Grantor”), hereby authorizes STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP, its successors and permitted assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, effective and exercisable only after the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein, dated as of October 13, 2023) and until such time as the Obligations (other than the Inchoate Obligations) have been paid in full, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Credit Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Credit Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this [ ] day of [ ], 20[ ].

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 2**

**PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT**

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_  
 (“Grantor”), is the registered owner of the assets listed on **Schedule A** attached hereto and made a part  
 hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ (“Grantee”), having a place of business at  
 \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby  
 acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does  
 hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the  
 terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of October 13, 2023,  
 between Grantor and STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP, all of its  
 present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill  
 associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and  
 Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness: \_\_\_\_\_