

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENAVATE Holdings, LLC		12/04/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP		
Street Address:	Two Grand Central Tower, 140 East 45th Street, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88780273	POD MEISTER	
Registration Number:	5232280	CELENIA	
Serial Number:	98252323	ENAVATE	
Serial Number:	97574906	ENAVATE XCELERATE	
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>			
Email:	richardsonan@gtlaw.com		
Correspondent Name:	Andrew Richardson		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	160589.013400		
NAME OF SUBMITTER:	Andrew Richardson		
SIGNATURE:	/Andrew Richardson/		
DATE SIGNED:	12/04/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of December 4, 2023, is made by and among the grantors listed on the signature pages hereof (each, a “Grantor,” and, collectively, the “Grantors”), and STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP (“Star Mountain”), in its capacity as agent for the Lenders described below (in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan and Security Agreement”), among ENAVATE HOLDINGS, LLC, a Delaware limited liability company (“Parent”), ENAVATE MANAGED SERVICES, INC., a Delaware corporation (“Enavate Services”), ENAVATE SMB, LLC, a Delaware limited liability company (“Enavate SMB”), ENAVATE, INC., a Delaware corporation (“Enavate”), ENAVATE EUROPE, ApS, a private company with limited liability incorporated under the laws of the Kingdom of Denmark (“Enavate Europe”), CELENIA GLOBAL SERVICES CANADA, ULC, a company incorporated under the laws of the Province of British Columbia, Canada (“Celenia”, and together with Enavate Services, Enavate SMB, Enavate, Enavate Europe, and each other Person from time to time joined as a borrower thereto in accordance with the provisions thereof, and all of their respective permitted successors and assigns, “Borrowers”, and each individually, a “Borrower”), each Person from time to time joined as a guarantor thereto or who may hereafter guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns (collectively, the “Guarantors”, and each individually, a “Guarantor”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders”, and each individually, a “Lender”), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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 Grantors hereby agree as follows:

1. Definitions. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

“Trademarks” means all of each Grantor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Each Grantor hereby grants to Agent, for the benefit of itself and Lenders and to secure payment of the Obligations, a continuing security interest (the “Security Interest”), a Lien upon and a right of setoff against all of each such Grantor’s right, title and interest in and to the

Trademarks, whether now owned or hereafter arising, other than those Trademarks that constitute Excluded Property. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Grantor. This Trademark Security Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any Trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use any Trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Grantor represents, warrants and agrees as follows:

(a) Trademarks. Exhibit A accurately lists all Trademarks owned by each Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that it need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Grantor's or any Affiliate's business. If after the date hereof, any Grantor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Grantor's or any Affiliate's business), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantors shall within thirty (30) calendar days provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Trademark Security Agreement.

(b) Title. Grantors have good and marketable title to each Trademark claimed to be owned by such Grantors, free and clear of all Liens except Permitted Liens. Grantors (i) will have, at the time any Grantor acquires any rights in Trademarks hereafter arising, good and marketable title to each Trademark claimed to be owned by any Grantor free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(c) No Sale. Except as otherwise permitted by the terms of the Loan and Security Agreement, no Grantor will assign, transfer, encumber or otherwise dispose of any Trademark, or any interest therein, without Agent's prior written consent.

(d) Defense. Grantors will, at their own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(e) Maintenance. Grantors will, at their own expense, maintain the Trademarks to the extent reasonably advisable in their business including, but not limited to, filing all applications to obtain Trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to Trademark registrations and applications therefor. Each Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark that is material to any Grantor's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least thirty (30) calendar days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(f) Agent's Right to Take Action. If Grantors fail to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives Grantors written notice thereof (or, in the case of the agreements contained in the preceding subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Grantor notifies Agent that it intends to abandon a Trademark that is material to its business, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of each Grantor (or, at Agent's option, in Agent's own name) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(g) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any Applicable Law, Grantors shall pay Agent on demand the amount of all reasonable and documented moneys expended and all reasonable and documented costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under subsection (f) or exercising its rights under Section 6.

(h) Power of Attorney. To facilitate Agent's taking action under subsection (f) and exercising its rights under Section 6, each Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as such Grantor's attorney-in-fact with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of each Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by any Grantor under this Trademark Security Agreement or necessary for Agent, after the occurrence and continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The power of attorney granted herein shall terminate upon the termination of the Loan and Security Agreement as provided therein or the payment in full in cash and performance of all Obligations.

4. Grantors' Use of the Trademarks. Grantors shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Trademark Security Agreement had not been entered into, provided that no Event of Default exists.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Trademark Security Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Loan and Security Agreement, shall occur and be continuing; or (b) any Grantor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure continues for thirty (30) calendar days; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While an Event of Default exists, Agent may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan and Security Agreement;

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks; and

(c) Agent may enforce the Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Trademark Security Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent; provided that any modification or amendment shall also be signed by the Grantors. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors under this Trademark Security Agreement shall be given in the manner and with the effect provided in the Loan and Security Agreement. Agent shall not be obligated to preserve any rights any Grantor may have against prior parties, or to realize on the Trademarks at all or in any particular manner or order. This Trademark Security Agreement shall be binding upon and inure to the benefit of Grantors and Agent and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Agent, and each Grantor waives notice of Agent's acceptance hereof. A carbon, photographic or other reproduction of this Trademark Security Agreement, or of any financing statement authorized by any Grantor, shall have the same force and effect as the original for all purposes of a financing statement. This Trademark Security Agreement shall be governed by the substantive laws (other than conflict of law provisions and principles, but including Section 5-1401 and Section 5-1402 of the General Obligations Law) of the State of New York. If any provision or application of this Trademark Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Trademark Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS TRADEMARK SECURITY AGREEMENT.**

[Continued on following page.]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

GRANTORS:

ENAVATE HOLDINGS, LLC

By: Thomas Ajspur
Name: Thomas Ajspur
Title: CEO

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

By: 

Name: Brett Hickey

Title: Authorized Signatory

EXHIBIT A

**TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Grantor Name</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Enavate Holdings, LLC	United States	POD MEISTER	88780273	01/31/2020
Enavate Holdings, LLC	United States	CELENIA	5232280	06/27/2017
Enavate Holdings, LLC	United States	ENAVATE	98252323	11/02/2023
Enavate Holdings, LLC	United States	ENAVATE XCELERATE	97574906	09/01/2022
Enavate Holdings, LLC	Europe	POD MEISTER	018297785	12/29/2020
Enavate Holdings, LLC	Europe	CELENIA	016198475	04/10/2017
Enavate Holdings, LLC	Europe	ENAVATE	016232936	04/25/2017
Enavate Holdings, LLC	International Registration	CELENIA	1376319	10/02/2017
Enavate Holdings, LLC	International Registration	ENAVATE	1373397	09/12/2017
Enavate Holdings, LLC	Canada	CELENIA	TMA1082523	09/30/2020
Enavate Holdings, LLC	Canada	ENAVATE	TMA1082481	09/30/2020
Enavate Holdings, LLC	United Kingdom	CELENIA	UK00916198475	04/10/2017
Enavate Holdings, LLC	United Kingdom	ENAVATE	UK00916232936	04/25/2017
Enavate Holdings, LLC	Ukraine	ENAVATE	1373397	10/09/2018
Enavate Holdings, LLC	Belarus	ENAVATE	1373397	06/15/2018