

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568809

<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>
York-VCA, LLC		03/18/2020	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Star Mountain Diversified Cred Income Fund III, L.P.		
<b>Street Address:</b>	140 East 45th Street		
<b>Internal Address:</b>	37th Floor		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1708701	VCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (154502-01005 ND)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	154502-01005		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	03/25/2020		
<b>Total Attachments: 13</b>			
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**PATENTS, TRADEMARKS AND COPYRIGHTS  
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 18th day of March, 2020, by YORK-VCA, LLC, a New Jersey limited liability company with its chief executive office located at 81 Corbett Way, Eatontown, New Jersey 07724 (the “Company”), and delivered to STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, 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 Loan Agreement, as that term is defined below (the lenders, together with each of their successors and 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 Borrowers under that certain Term Loan and Security Agreement dated as September 23, 2019 (as amended, restated, amended and restatement, supplemented, replaced or otherwise modified from time to time, the “Loan Agreement”), by and among the Company, YTC Holdings, Inc. (“Holdings”), Up To Snuff, LLC (“Up To Snuff”), York Telecom Corporation (“Yorktel”); together with Holdings and Up to Snuff, the “Borrowers”), Agent and each of the financial institutions identified as Lenders on Schedule 3 to the Loan Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. The Company has filed applications for and/or obtained registrations of the patents, if any, which are necessary and material for the conduct of their business (collectively, the “Patents”); trademarks and service marks, if any, which are necessary and material for the conduct of their business (collectively, “Trademarks”); and copyrights, if any, which haven been federally registered and are necessary and material for the conduct of their business (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 Loan Agreement and all other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, the Company grants to Agent, for the 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. The Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or

unenforceable;

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

(c) To the best of the Company's knowledge, without investigation, the 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, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Company not to sue third persons except for Permitted Liens;

(d) The Company has the unqualified corporate or organizational right, power and authority to enter into this Agreement and perform its terms;

(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 the Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, the 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. The Company shall give Agent prompt written notice thereof along with an amended **Schedule A**.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("**Default**") has not occurred under the Loan Agreement, the Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan 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.

4. If and while an Event of Default exists and is continuing under the Loan Agreement, the 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 Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, the Company 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 the Company's true and lawful attorney-in-fact, with the power to endorse the 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 1**. The 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 Loan Documents, and until all Obligations are indefeasibly paid

and satisfied in full and the Loan Agreement is terminated.

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

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

7. Upon Borrowers' performance of all of the obligations under the Loan Agreement and the other Loan Documents and full and unconditional satisfaction of all Obligations, Agent shall execute and deliver to the Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Agent or any Lender 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 counsel 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 the Company on demand by Agent or any Lender 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 Loan Agreement.

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

10. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of the Company hereunder, in either the Company's name or in Agent's name, but at the Company's expense, and the Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent or any Lender in protecting, defending and maintaining the Assets.

11. 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 Loan 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.

12. 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.

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

14. 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.

**15. The 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 Loan Agreement and the Loan Documents.**

*[Signature Page Follows]*

Dated the date and year first written above.

**YORK-VCA, LLC**

By: *Judith M Pulig*  
Name: Judith M. Pulig  
Title: Treasurer and Assistant Secretary

[Signatures Continued on Following Page]

ACKNOWLEDGMENT

UNITED STATES OF AMERICA  
STATE OF New Jersey  
COUNTY OF Monmouth

: SS

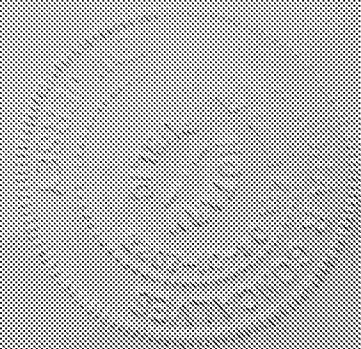
On this 17 day of March, 2020 before me personally appeared Ferdin R. Pulig  
to me known and being duly sworn, deposes and says that he / she is the CFO of  
**YORK-VCA, LLC**, the limited liability company described in the foregoing Agreement; that he  
/ she signed the Agreement as such officer pursuant to the authority vested in him / her by law;  
that the within Agreement is the voluntary act of such limited liability company; and he / she  
desires the same to be recorded as such.

*[Handwritten Signature]*

Notary Public

My Commission Expires: 4/1/2023


Sandra R Goncalves  
Notary Public  
New Jersey  
My Commission Expires 4-1-2023  
No. 2431967






Approved and Accepted:

**STAR MOUNTAIN DIVERSIFIED  
CREDIT INCOME FUND III, LP**

By:   
Name: Brett Hickey  
Title: Authorized Signatory

**SCHEDULE A**

<b>Trademark / Servicemark</b>	<b>Registration/ Application / Serial Number</b>	<b>Registration/Application Date</b>	<b>Owner</b>
	1,708,701	August 18, 1992	York-VCA, LLC

**COPYRIGHTS:**

1. Copyright Registration V3580D848 dated 2009 titled AutoCAD 2009 and user assistance cue cards & 83 other titles.
2. Copyright Registration PA0000374739 dated 1980 titled Baseball fun and games, / produced and directed by Alex Mackenzie.
3. Copyright Registration V2352P469 dated 1988 titled Baseball fun and games, 1980 & 1 other title.
4. Copyright Registration PA0000374740 dated 1979 titled The Greatest Comeback Ever / producer, Jody Shapiro; director, Alec Mackenzie.
5. Copyright Registration TX0002431100 dated 1988 titled The "TLC" Way of Training Your Dog: Date book.
6. Copyright Registration PA0000401285 dated 1988 titled The TLC Way of Trainging Your Dog / produced by Video Corporation of America and Cabin Fever Ent.; producer, Bill Frederick.
7. Copyright Registration TX0002427776 dated 1988 titled The "TLC" Way of Training Your Dog: special tips / by Martha LaBagh.
8. Copyright Registration TX0004559441 dated 1997 titled Video Corporation of America 1997 presentation product catalog.

**PATENTS:**

1. Patent Number 4,300,040 issued November 10, 1981
2. Patent Number 4,414,467 (continuation in part of Ser. No. 093,085 filed November 13, 1979, now Paten No. 4,300,400 issued November 10, 1981.

**EXHIBIT 1**

**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 \_\_\_\_\_,  
 2020, between Grantor and STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, 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: \_\_\_\_\_

**EXHIBIT 1**

**ACKNOWLEDGMENT**

UNITED STATES OF AMERICA           :  
STATE OF                                :  
COUNTY OF                            :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of \_\_\_\_\_, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

## POWER OF ATTORNEY

YORK-VCA, LLC, a New Jersey limited liability company (“Grantor”), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and among Grantor, YORK TELECOM CORPORATION, a New Jersey corporation, YTC HOLDINGS, INC., a New Jersey corporation, UP TO SNUFF, LLC, a New Jersey limited liability company, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), 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 between 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 Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan 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.

[Signature on Following Page]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 18th day of March, 2020.

**YORK-VCA, LLC**

By: Judith M Pulig  
Name: Judith M. Pulig  
Title: Treasurer and Assistant Secretary

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New Jersey : SS  
COUNTY OF Medford :

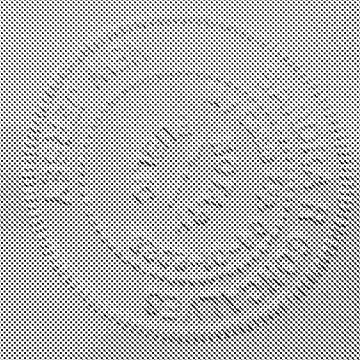
On this 17 day of March, 2020, before me personally appeared Judith Putty, to me known and being duly sworn, deposes and says that he / she is CEO of YORK-VCA, LLC, a New Jersey limited liability company, the Grantor described in the foregoing Power of Attorney; that he /she signed the Power of Attorney thereto as such officer pursuant to the authority vested in him / her by law; that the within Power of Attorney is the voluntary act of such corporation; and he / she desires the same to be recorded as such.



Notary Public

My Commission Expires: 4/1/2023

Sandra R Goncalves  
Notary Public  
New Jersey  
My Commission Expires 4-1-2023  
No. 2431967



Notary Page to Power of Attorney (Pledge Agreement)

TRADEMARK