

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT (SHORT FORM)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SINTECMEDIA, NYC, INC.		06/21/2023	Corporation: DELAWARE
STAQ, INC.		06/21/2023	Corporation: DELAWARE
SINTEC MEDIA LTD.		06/21/2023	Limited Corporation: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silver Point Finance, LLC		
<b>Street Address:</b>	2 Greenwich Plaza, 1st Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3909700	ONAIR	
<b>Registration Number:</b>	5592775	ONRIGHTS	
<b>Registration Number:</b>	3339893	OPERATIVE	
<b>Registration Number:</b>	4425005	STAQ	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2036157 TM		
<b>NAME OF SUBMITTER:</b>	Leanne Honig		
<b>SIGNATURE:</b>	/Leanne Honig/		
<b>DATE SIGNED:</b>	06/21/2023		

OP \$115.00 3909700

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT (SHORT FORM)**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of June 21, 2023, by each of the undersigned (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Silver Point Finance, LLC, as Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to a Security Agreement dated as of June 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of such Grantor (the “**Trademark Collateral**”):

- (a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

**SECTION 3. The Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Termination.** This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors all documents, instruments, make all filings,

and take all other actions reasonably requested by such Grantor in writing to evidence the release of the Lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 8. Israeli Law.

(a) Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the creation of any Lien under this Trademark Security Agreement over any IIA-Funded Know-How and any realization thereof shall, in each case, be subject to the IIA Provision (including the Research Law and the IIA Approval).

(b) By no later than the date required by Section 6.11 of the Credit Agreement, each Grantor incorporated under the laws of Israel (the “**Israeli Grantor**”) shall deliver to the Collateral Agent in form and substance satisfactory to the Collateral Agent (or as it shall direct) an original signed copy of this Trademark Security Agreement and a corresponding original notice of charge (Form 10), as required for the registration of this Trademark Security Agreement at the Israeli Registrar of Companies, duly executed by such Israeli Grantor. Each Israeli Grantor hereby undertakes to the Collateral Agent that it shall provide evidence in form and substance satisfactory to the Collateral Agent that the Collateral created pursuant to this Trademark Security Agreement has been duly registered with the Israeli Registrar of Companies.

(c) For the avoidance of doubt, without derogating from the remainder of this Section 8, each Israeli Grantor hereby expressly waives all rights and defences under sections 4(b), 4(c), 5, 6, 7(b), 8, 9, 11, 12, 15 and 17 of the Israeli Guarantee Law, 5727-1967 (the “**Guarantee Law**”), and all rights and defences under sections 7(b) and 13(b) of the Israeli Pledge Law, 5727-1967 (the “**Pledge Law**”), and confirms that the provisions of the Guarantee Law and the Pledge Law affording such rights or defences to such Israeli Grantor shall not apply to the rights granted to the Secured Parties under this Trademark Security Agreement.

[Signature pages follow.]

**SINTECMEDIA, NYC, INC.,**  
a Delaware corporation,  
as a Grantor

DocuSigned by:  
*Michael Grossi*  
By: \_\_\_\_\_  
Name: Michael Grossi  
Title: Chief Executive Officer

**STAQ, INC.,**  
a Delaware corporation,  
as a Grantor

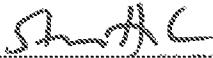
DocuSigned by:  
*Michael Grossi*  
By: \_\_\_\_\_  
Name: Michael Grossi  
Title: Chief Executive Officer

**SINTEC MEDIA LTD.**

DocuSigned by:  
*Michael Grossi*  
By: \_\_\_\_\_  
Name: Michael Grossi  
Title: Director

[Signature Page to IPSA - Trademark Security Agreement]

SILVER POINT FINANCE, LLC, as Collateral Agent

By:   
Name: Stacey Hatch  
Title: Authorized Signatory

[Signature Page to IPSA - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008105 FRAME: 0342**

**Schedule I  
to Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

1. Registered Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sintec Media Ltd.	ONAIR	United States of America	3909700	25-Jan-2011
Sintec Media Ltd.	ONRIGHTS	United States of America	5592775	30-Oct-2018
SINTECMEDIA, NYC, INC.	OPERATIVE	United States of America	3339893	20-Nov-2007
Staq, Inc.	STAQ	United States of America	4425005	29-Oct-2013

2. Trademark Applications

None.