

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCG Capital Corporation		09/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th Street		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2910835	LMS LMS INTELLIBOUND INC	
Registration Number:	2887677	LMS INTELLIBOUND, INC.	
CORRESPONDENCE DATA			
Fax Number:	(703)247-7545		
Phone:	703-247-7542		
Email:	rthomas@mcgcapital.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ruth Thomas		
Address Line 1:	1100 Wilson Boulevard		
Address Line 2:	Suite 3000		
Address Line 4:	Arlington, VIRGINIA 22209		
NAME OF SUBMITTER:	Ruth Thomas		
Signature:	/RThomas/		

OP \$65.00 2910835

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**TRADEMARK
 REEL: 004625 FRAME: 0137**

Date:

09/19/2011

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of September 16, 2011, by MCG Capital Corporation, as Administrative Agent, a Delaware corporation with an address of 1100 Wilson Boulevard, Suite 3000, Arlington, Virginia 22209 ("Assignor"), in favor of Prospect Capital Corporation, a Maryland corporation with an address of 10 East 40th Street, 44th Floor, New York, New York 10016 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Security Agreement (as amended, modified, or supplemented from time to time) dated as of May 2, 2007 and associated Trademark Security Agreement and security interest filings (recorded at the United States Patent and Trademark Office on May 17, 2007 at Reel 003543 Frame 0934; recorded at the United States Patent and Trademark Office on May 16, 2007 at Reel 003543 Frame 0103; recorded at the United States Copyright Office on May 18, 2007 at Vol. 3552, Doc. No. 705, and recorded at the United States Copyright Office on May 18, 2007 at Vol. 3552, Doc. No. 707), together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment. This Assignment is made without recourse, representation, or warranty, express or implied, except that the Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

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IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

MCG Capital Corporation, as Administrative Agent

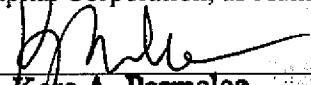
By: 
Name: **Kara A. Parmelee**
Title: **Vice President**

EXHIBIT A

INTELLECTUAL PROPERTY

**LMS Intellibound, Inc.
(Georgia corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
LMS LMS INTELLIBOUND INC and Design	2910835	12/14/04
LMS INTELLIBOUND, INC.	2887677	9/21/04

U.S. Copyrights

Registered Copyrights

Title	Registration No.	Registration Date
SAFETY OBSERVATION TRAINING.	PAu3080157	6/27/06
SAFE LIFTING.	PAu3080156	6/27/06