

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Agreement re: Patents, Trademarks and Copyrights (originally recorded at Reel 3008, Frame 0001)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation, as Servicer	FORMERLY Patriot Capital Funding, Inc.	03/30/2012	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	ROM Acquisition Corporation
<b>Street Address:</b>	6800 East 163rd Street
<b>City:</b>	Belton
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64012
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	ROM Acquisition LLC
<b>Street Address:</b>	6800 East 163rd Street
<b>City:</b>	Belton
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64012
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2090082	SUREFOOT ROADWARRIOR

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (312)577-8416  
 Email: carole.dobbins@kattenlaw.com  
 Correspondent Name: Carole Dobbins c/o Katten Muchin

CH \$40.00 2090082

Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-00023
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	04/03/2012

Total Attachments: 11  
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**RELEASE OF SECURITY AGREEMENT RE:  
PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS RELEASE OF SECURITY AGREEMENT RE: PATENTS, TRADEMARKS AND COPYRIGHTS is made as of March 30, 2012, by Prospect Capital Corporation (successor to Patriot Capital Funding, Inc.), as Servicer ("Servicer"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Assignment (as defined below).

WITNESSETH:

WHEREAS, ROM ACQUISITION CORPORATION, a Delaware corporation, ROM ACQUISITION LLC, a Delaware limited liability company (collectively, the "Grantors") and Servicer are parties to a Security Agreement re: Patents, Trademarks and Copyrights dated as of December 22, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment"), pursuant to which Grantors granted a security interest to Servicer in certain Patent, Trademark and Copyright Collateral (as defined below) as security for certain obligations owing by Grantors to Servicer, including the Patents (as defined below) set forth on Schedule A-1, the Patent Licenses (as defined below) set forth on Schedule A-2, the Trademarks (as defined below) set forth on Schedule B-1; the Trademark Licenses (as defined below) set forth on Schedule B-2, the Copyrights (as defined below) set forth on Schedule C-1 and the Copyrights Licenses (as defined below) set forth on Schedule C-2 hereto;

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on January 6, 2005, at Reel 3008, Frame 0001;

WHEREAS, the Assignment was recorded by the Patent Division of the United States Patent and Trademark Office on January 6, 2005, at Reel 15552, Frame 0001; and

WHEREAS, Grantors have requested that Servicer release its security interest in the Trademarks and Trademark Rights and reassign the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Servicer hereby releases its security interest in all of Grantors' right, title and interest in and to the following (collectively the "**Patent, Trademark and Copyright Collateral**"):

- (i) **Patents.** Patents, whether now owned or hereafter acquired, or in which Grantors now have or hereafter acquire any rights (the term "Patent" means and

includes (A) all letters patent of the United States of America or any other country or any political subdivision thereof, now existing or hereafter acquired, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political subdivision thereof, now existing or hereafter acquired, including, without limitation registrations, recordings and applications therefor in the United States Patent and Trademark Office or any other country or any political subdivision thereof and (B) all reissues, continuations, continuations-in-part or extensions thereof), including without limitation each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Grantors' Patents;

(ii) **Patent Licenses.** Patent Licenses, whether now owned or hereafter acquired, or in which the Grantors now have or hereafter acquire any rights (the term "Patent Licenses" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including without limitation each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of the Grantors' Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(iii) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Grantors now have or hereafter acquire any rights (the term "Trademarks" means and includes (A) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or political subdivision thereof and (B) all renewals thereof), including without limitation each Trademark application and registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iv) **Trademark Licenses.** Trademark Licenses, whether now owned or hereafter acquired, or in which the Grantors now have or hereafter acquire any rights (the term "Trademark Licenses" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including without limitation the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Grantor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(v) **Copyrights.** Copyrights and Copyright registrations, whether now owned or hereafter acquired, or in which the Grantors now have or hereafter acquire any rights (the term "Copyrights" means and includes (A) all original works of authorship fixed in any tangible medium of expression, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Copyright registration listed on Schedule C-1 hereto;

(vi) **Copyright Licenses.** Copyright Licenses, whether now owned or hereafter acquired, or in which the Grantors now have or hereafter acquire any rights (the term "Copyright Licenses" means and includes any written agreement granting to any person any right to use or exploit any Copyright or Copyright registration of another person), including without limitation the agreements listed on Schedule C-2 hereto, and all royalties and other sums due or to become due under or in respect of the Grantors' Copyright Licenses, together with the right to sue for and collect all such royalties and other sums.


(vii) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including without limitation (A) any claim of the Grantors against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (B) any claims by the Grantors against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any Trademark License, (C) any claim of the Grantors against third parties for damages by reason of past, present or future infringement of any Copyright or Copyright licensed under any Copyright License, and (D) any claim by the Grantors against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (A), (B) and (C).

2. Servicer hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Servicer, all of Servicer's right, title and interest in and to the Patent, Trademark and Copyright Collateral.

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IN WITNESS WHEREOF, Servicer has caused this Release of Security Agreement Re: Patents, Trademarks and Copyrights to be executed as of the day and year first above written.

**PROSPECT CAPITAL CORPORATION**  
**(successor to Patriot Capital Funding, Inc.),**  
**as Servicer**

By:   
Name: Grant Eliasek  
Title: President and COO

Schedules A-1, A-2, B-1, B-2, C-1 and C-2

(See Attached)

Trademark Release

**TRADEMARK**  
**REEL: 004751 FRAME: 0007**

## Schedule A-1

US Patent Numbers and Pending US Patent Application Numbers

Patent No.	Title	Owner
6,536,064	Folding Ramp with Pivotal Leg Support	ROM Corporation
6,085,825	Power-driven Shutter Assembly	ROM Corporation
6,427,749	Power-driven Shutter Assembly	ROM Corporation
5,815,870	Reversible Ramp and Method for Fabricating Same	ROM Corporation
5,713,621	Vehicle Rolling Shutter with Door-ajar and Compartment Light Switch	ROM Corporation
6,247,740	Wall Divider System for Use in Trucks	ROM Corporation
Serial No. 10/966,988	Patent Application for Bulkhead Proximity Monitoring System	ROM Corporation
European Patent No. 0,319,599	Method for Making Composite Foam Structural Laminate	Roll-o-Matic Inc.
5,080,950	Composite Foam Structural Laminate	The Roll-o-Matic Chain Company
4,758,299	Method of Making Composite Foam Structural Laminate	The Roll-o-Matic Chain Company



**Schedule A-2**

**Patent Licenses**

1. License Agreement between the Seller and JR Industries, Ltd., dated January 1, 2004 (LoadMaker).
2. Distributor and License Agreement between the Seller and IFEX GmbH, dated December 15, 1994.

**Schedule B-1****Registered US Trademarks and Trademark Applications**

<b><u>Registered U.S. Trademarks</u></b>	<b><u>Registration Reg. No.</u></b>	<b><u>Date Granted</u></b>
Surefoot RoadWarrior	2090082	August 19, 1997

<b><u>Pending U.S. Trademark Applications</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Filing Date</u></b>
None	N/A	N/A

<b><u>Registered Foreign Trademarks</u></b>	<b><u>Registration Reg. No.</u></b>	<b><u>Date Granted</u></b>
Roll-O-Matic (and design) (Canada)	130741	April 26, 1963
LoadMaker (Benelux)	441895	February 5, 1988
LoadMaker (Canada)	349354	December 16, 1988
LoadMaker (France)	1446536	January 19, 1988
LoadMaker (Germany)	1131459	December 2, 1988
LoadMaker (Italy)	513706	September 27, 1989
LoadMaker (Spain)	1232125	July 20, 1990
LoadMaker (United Kingdom)	B1330990	January 4, 1988

**Schedule B-2**

**Trademark Licenses**

1. License Agreement between the Seller and Ancra Japan, Ltd, dated July 28, 1998.
2. License Agreement between the Seller and JR Industries, Ltd., dated January 1, 2004 (LoadMaker).
3. License Agreement between the Seller and JR Industries, Ltd., dated January 1, 2004 (Shutter).
4. Distributor and License Agreement between the Seller and IFEX GmbH, dated December 15, 1994.
5. Distribution Agreement between Advanced Composites Technologies, LLC and the Seller, dated April 25, 2002 (as assigned to Elk Composites Building Products, Inc. on September 26, 2002).

**Schedule C-1**

**Registered US Copyrights and Copyright Applications**

1. None.

**Schedule C-2**

**Copyright Licenses**

1. None.