

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
Blue Canyon Solutions, LLC		08/27/2012	LIMITED LIABILITY COMPANY: KENTUCKY

RECEIVING PARTY DATA

Name:	GLADSTONE BUSINESS INVESTMENT, LLC
Street Address:	1521 Westbranch Drive
Internal Address:	Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3569828	BLUE CANYON HEALTHY HOME SYSTEM
Registration Number:	3575579	BLUE CANYON HEALTHY HOME SYSTEM
Registration Number:	3829114	BLUE CANYON HEALTHY CRAWLSPACE SYSTEM
Registration Number:	3668964	BLUE CANYON FOUNDATION EXPERTS
Registration Number:	3668967	BLUE CANYON FOUNDATION EXPERTS
Registration Number:	3668969	BLUE CANYON
Registration Number:	3672323	BLUE CANYON HEALTHY HOME SYSTEM FOUNDATION EXPERTS
Registration Number:	3672324	BLUE CANYON HEALTHY HOME SYSTEM FOUNDATION EXPERTS
Registration Number:	3668974	
Registration Number:	3668973	

OP \$265.00 3569828

Fax Number: 2027995144

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2027994000

Email: dctrademarks@dlapiper.com

Correspondent Name: Ryan C. Compton

Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	370156-000021
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	08/30/2012

Total Attachments: 5

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "IP Security Agreement"), dated as of August 27, 2012, is made by THE UNDERSIGNED and EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT (each, a "Debtor" and collectively, the "Debtors"), in favor of GLADSTONE BUSINESS INVESTMENT, LLC, a Delaware limited liability company (as successor-in-interest to Gladstone Investment Corporation, a Maryland corporation) (the "Buyer").

RECITALS

A. B-Dry LLC, a Virginia limited liability company; B-Dry Systems, Inc., an Ohio corporation; TC Home Solutions LLC, a Virginia limited liability company; and Blue Canyon Solutions, LLC, a Kentucky limited liability company (collectively, the "Sellers" and each individually, a "Seller") and Buyer are parties to a Security Agreement dated as of May 29, 2007 (as amended, extended, renewed, replaced or supplemented from time to time and in effect on the date hereof, the "Security Agreement"). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtors have agreed to execute and deliver to Buyer this IP Security Agreement.

C. Buyer is unwilling to enter into the Investment Agreement or make or maintain such extensions of credit under the Investment Agreement unless the Debtors execute and deliver this IP Security Agreement.

In consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Schedule 1 attached hereto sets forth all trademarks owned by the Debtors, and each Debtor hereby pledges and grants to Buyer a lien on and security interest in and to all of its right, title and interest in, to and under all of its trademarks and all proceeds thereof, which such security interest shall secure (a) all present and future Obligations of each Debtor to Buyer under the Investment Documents to which such Debtor is now or hereafter becomes a party and (b) all obligations of the Debtors and rights of Buyer under this IP Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENTS. Schedule 2 attached hereto sets forth all patents and patent applications owned by the Debtors (together with any reissues, continuations, continuations-in-part, reexaminations or extensions thereof and inventions and improvements described therein whether or not patentable, the "Patents"), and each Debtor hereby pledges and grants to Buyer a lien on and security interest in and to all of its right, title and interest in, to and under all of its Patents and all licenses under Patents and all proceeds thereof, which such security interest shall secure (a) all present and future Obligations of each Debtor to Buyer under the Investment Documents to which such Debtor is now or hereafter

becomes a party and (b) all obligations of the Debtors and rights of Buyer under this IP Security Agreement.

3. SECURITY AGREEMENT. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Buyer pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of Buyer with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Buyer shall otherwise determine.

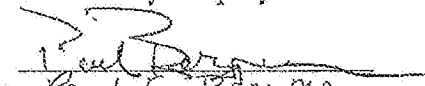
4. TERMINATION. Upon the payment in full of the Obligations and termination of the Security Agreement, Buyer shall execute, acknowledge and deliver to the Debtors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Patents under this IP Security Agreement.

5. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. It shall not be necessary in making proof of this IP Security Agreement to produce or account for more than one such counterpart executed by the party against whom enforcement is sought. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be executed under seal as of the day and year first written above.

BLUE CANYON SOLUTIONS, LLC
a Kentucky limited liability company

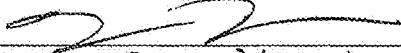
By: 
Name: Paul E. BERGMAN
Title: President

SIGNATURE PAGE TO IP SECURITY AGREEMENT

TRADEMARK
REEL: 004853 FRAME: 0563

Accepted and Agreed:

GLADSTONE BUSINESS INVESTMENT, LLC

By: 
Name: DAVID DULLIN
Title: PRESIDENT

SIGNATURE PAGE TO IP SECURITY AGREEMENT

TRADEMARK
REEL: 004853 FRAME: 0564

SCHEDULE 1
to
IP SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

BLUE CANYON HEALTHY HOME SYSTEM	February 3, 2009/3,569,828
BLUE CANYON HEALTHY HOME SYSTEM (Color Logo)	February 17, 2009/3,575,579
BLUE CANYON HEALTHY CRAWLSPACE SYSTEM	August 3, 2010/3,829,114
BLUE CANYON FOUNDATION EXPERTS	August 18, 2009/3,668,964
BLUE CANYON FOUNDATION EXPERTS (Color Logo)	August 18, 2009/3,668,967
BLUE CANYON	August 18, 2009/3,668,969
BLUE CANYON HEALTHY HOME SYSTEM FOUNDATION EXPERTS (Grayscale Logo)	August 25, 2009/3,672,323
BLUE CANYON HEALTHY HOME SYSTEM FOUNDATION EXPERTS (Color Logo)	August 25, 2009/3,672,324
Miscellaneous Design (Grayscale)	August 18, 2009/3,668,974
Miscellaneous Design (Color)	August 18, 2009/3,668,973

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