

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital, Ltd.		08/22/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	500 Stanton Christiana Road, B.2,3 Flr.
Internal Address:	Attn: Christina Masroor
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713-2107
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3258097	AMERICAN CAPITAL
Registration Number:	3377057	AMERICAN CAPITAL
Registration Number:	4082868	AMERICAN CAPITAL AGENCY
Registration Number:	3703640	AMERICAN CAPITAL ASSET MANAGEMENT
Registration Number:	3696275	AMERICAN CAPITAL CDO-CLO
Registration Number:	3521281	AMERICAN CAPITAL ENERGY
Registration Number:	3696274	AMERICAN CAPITAL FINANCIAL
Serial Number:	85241270	AMERICAN CAPITAL MEDICAL PRODUCTS
Registration Number:	4093370	AMERICAN CAPITAL MORTGAGE
Serial Number:	85241273	AMERICAN CAPITAL REAL ESTATE
Serial Number:	85241269	AMERICAN CAPITAL HEALTHCARE

CORRESPONDENCE DATA

Fax Number: 3026365454

CH \$290.00 3258097

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

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	336140-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/05/2012

Total Attachments: 10

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 22, 2012 is made by AMERICAN CAPITAL, LTD., a Delaware corporation, located at 2 Bethesda Metro Center, 14th Floor, Bethesda, MD 20814 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") under the Collateral Agency and Intercreditor Agreement, dated as of June 28, 2010 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), among the Grantor, certain of its subsidiaries, the Primary Holder Representatives (as defined therein) and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreements (as defined in the Collateral Agency Agreement), the Lenders have made Loans (in each case, as defined in the Credit Agreements) to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreements, the Grantor and certain of its subsidiaries have executed and delivered a Guarantee and Security Agreement, dated as of August 22, 2012, in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein) (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all Intellectual Property (as defined in the Security Agreement), including the Trademarks (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or provided by reference in the Security Agreement to the Collateral Agency Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including, without limitation, those items listed on Schedule A hereto (collectively, the "Collateral"), as collateral security for the prompt and complete payment, when due, of the Secured Obligations.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any Excluded Assets, including without limitation any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing

of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

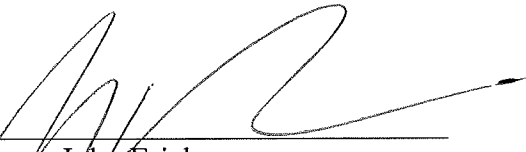
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Agency Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN CAPITAL LTD.

By: 
Name: John Erickson
Title: President, Structured Finance and
Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004856 FRAME: 0286

ACKNOWLEDGMENT OF GRANTOR

STATE OF *Maryland*)
) ss
COUNTY OF *Montgomery*)

On the 22 day of August, 2012, before me personally came John Erickson, who is personally known to me to be the President, Structured Finance and Chief Financial Officer of AMERICAN CAPITAL LTD., a Delaware corporation; who, being duly sworn, did depose and say that he is the President, Structured Finance and Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia G. Powell
Notary Public - Maryland
Montgomery County
My Commission Expires
August 28, 2014

Patricia G. Powell

Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004856 FRAME: 0287

JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties

By: 

Name: **Lauren Gubkin**
Title: **Vice President**
J.P.Morgan

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004856 FRAME: 0288

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York
COUNTY OF New York) ss

On the 22 day of August, 2012, before me personally came Lauren Gubkin, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Adrea Adams
Notary Public

(PLACE STAMP AND SEAL ABOVE)



ADREA S. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG. #01AD6237811
MY COMM. EXP. MARCH 28, 2015


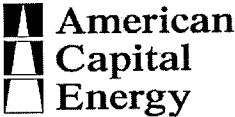

[Grant of Security Interest in Trademark Rights]


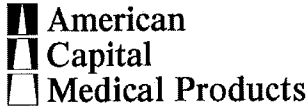


TRADEMARK
REEL: 004856 FRAME: 0289

Schedule A

U.S. Trademark Registrations and Applications

TRADEMARK	STATUS	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE
AMERICAN CAPITAL	Registered Section 2(f)	78/843248 3/22/2006	3258097 7/3/2007
AMERICAN CAPITAL & Design 	Registered	77042974 11/13/2006	3377057 2/5/2008
AMERICAN CAPITAL AGENCY & Design 	Registered	85/304562 4/26/2011	4082868 1/10/2012

TRADEMARK	STATUS	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE
AMERICAN CAPITAL ASSET MANAGEMENT	Registered Section 2(f)	78/843245 3/22/2006	3703640 10/27/2009
American Capital CDO-CLO & Design 	Registered	77080699 1/10/2007	3696275 10/13/2009
AMERICAN CAPITAL ENERGY & Design 	Registered	77080275 1/10/2007	3521281 10/21/2008
AMERICAN CAPITAL FINANCIAL & Design 	Registered	77080273 1/10/2007	3696274 10/13/2009

TRADEMARK	STATUS	SERIAL NO./ FILE DATE	REG. NO./ REG. DATE
AMERICAN CAPITAL HEALTHCARE & Design 	Allowed	85/241269 2/14/2011	
AMERICAN CAPITAL MEDICAL PRODUCTS & Design 	Allowed	85/241270 2/14/2011	
AMERICAN CAPITAL MORTGAGE & Design 	Registered	85/304569 4/26/2011	4093370 1/31/2012
AMERICAN CAPITAL REAL ESTATE & Design 	Allowed	85/241273 2/14/2011	