

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Bookmasters, Inc. | | 07/02/2013 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Gladstone Capital Corporation | | |
| Street Address: | 1521 Westbranch Dr | | |
| City: | McLean | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22102 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85775912 | E-BLIOTECA | |
| Registration Number: | 3273407 | BOOKMASTERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027995144 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| 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: | 370156.33 | | |
| NAME OF SUBMITTER: | Ryan C. Compton | | |
| Signature: | /Ryan C. Compton/ | | |

OP \$65.00 85775912

Date:

07/03/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of July 2, 2013, is made by the undersigned ("Debtor"), in favor of **GLADSTONE CAPITAL CORPORATION**, a Maryland corporation ("Lender"). Terms used but not otherwise defined herein have the meanings set forth in the Security Agreement (as defined below).

RECITALS

A. Ashland Acquisition, LLC, a Delaware limited liability company, Debtor, and Lender are parties to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtor has agreed to execute and deliver to Lender this Trademark Security Agreement.

C. The execution and delivery of this Trademark Security Agreement is a condition to Lender's entering into the Security Agreement and the other transactions contemplated by the Loan Documents.

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 trademark registrations and trademark applications (collectively, "Trademarks") owned by the Debtor, and Debtor hereby pledges and grants to Lender 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 Debtor to Lender under the Loan Documents to which Debtor is now or hereafter becomes a party and (b) all obligations of the Debtor and rights of Lender under this Trademark Security Agreement.

2. **SECURITY AGREEMENT.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Lender shall otherwise determine.

3. TERMINATION. Upon the payment in full of the Obligations and termination of the Security Agreement, Lender shall execute, acknowledge and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


4. COUNTERPARTS. This Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement to be executed under seal as of the day and year first written above.

DEBTOR:

BOOKMASTERS, INC., an Ohio
corporation

By: 
Name: David B. Wurster
Title: Chief Executive Officer

Accepted and Agreed:

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: Jennifer C. Simpson
Name: Jennifer C. Simpson
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

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

| Mark | Owner | Registration Number | Country/ State | Registration Date |
|-------------|-------------------|----------------------------|-----------------------|--------------------------|
| BOOKMASTERS | BookMasters, Inc. | 3273407 | USA | Aug. 7, 2007 |
| E-BLIOTECA | BookMasters, Inc. | 85775912 | USA | Nov. 9, 2012 |