

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pen-Link, Ltd.		11/26/2013	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Saratoga Investment Corp. SBIC LP, as Agent		
Street Address:	535 Madison Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3832562	XSTAR	
Registration Number:	3785656	XNET	
Registration Number:	3564402	PEN-LINK	
Registration Number:	3790770	IT'S THE KEY	
Registration Number:	3790769	X	
Registration Number:	3790768		
Registration Number:	3790767	PEN:L NK	
Registration Number:	2392624	LINCOLN LOCAL INTERCEPT NETWORK COLLECTI	
Serial Number:	85838245	AUTOLOAD	
Serial Number:	85859038	PEN-PROXY	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 3832562

via US Mail.

Phone: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	36806-19 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	11/26/2013

Total Attachments: 3
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GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, Pen-Link, Ltd., a Nebraska corporation (the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated November 26, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Saratoga Investment Corp. SBIC LP, as Agent for itself and certain Lenders (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of a Security Interest to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTOR:

PEN-LINK, LTD.

By: 

Name: P. Kevin Rose

Title: CEO

PEN-LINK, LTD.
IP SECURITY INTEREST - TRADEMARKS

TRADEMARK
REEL: 005161 FRAME: 0608

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
XSTAR	3832562	8/10/2010
XNET	3785656	5/4/2010
PEN-LINK	3564402	1/20/2009
IT'S THE KEY	3790770	5/18/2010
X	3790769	5/18/2010
[HUMAN FIGURE WITHIN CONCENTRIC SHADED CIRCLES]	3790768	5/18/2010
PEN · L NK	3790767	5/18/2010
LINCOLN LOCAL INTERCEPT NETWORK COLLECTION / ONLINE NETWORK	2392624	10/10/2000

TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
AUTOLOAD	85838245	2/1/2013
PEN-PROXY	85859038	2/25/2013