

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
J. America, Inc.		12/27/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Gladstone Capital Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3162638	J. AMERICA	
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:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Gregory Esau		
Signature:	/Gregory Esau/		
Date:	01/03/2014		

OP \$40.00 3162638

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of December 27, 2013, is made by the undersigned ("Debtor"), in favor of **GLADSTONE CAPITAL CORPORATION**, a Maryland corporation (together with its successors and assigns, "Lender").

RECITALS

A. Debtor, Lender and certain other persons 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:

J. AMERICA, INC.,
a Michigan corporation

By: 
Name: PETER J. RUHALA
Title: President

Accepted and Agreed:

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: _____
Name: John W. Freal
Title: Managing Director

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.

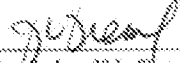
DEBTOR:

J. AMERICA, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

Accepted and Agreed:

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: 
Name: John W. Freal
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
J. America	J. America, Inc.	3162638	USA	Oct. 24, 2006