

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Meridian Rack & Pinion, Inc.		12/27/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gladstone Investment Corporation		
<b>Street Address:</b>	1521 Westbranch Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Gladstone Capital Corporation		
<b>Street Address:</b>	1521 Westbranch Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4209158	DISCOUNTACPARTS.COM	
<b>Registration Number:</b>	4190279	MERIDIAN AUTO PARTS	
<b>Registration Number:</b>	4209157	TURBOCHARGERPROS.COM	
<b>Registration Number:</b>	4405428	CARPARTSWAREHOUSE.COM	
<b>Serial Number:</b>	85792135	EASY TO BUY AUTO PARTS	
<b>Serial Number:</b>	85822836	STIGAN	
<b>Serial Number:</b>	85767966	CAR STEERING WHOLESALE	
<b>Serial Number:</b>	85504129	CARSTEERING.COM	
<b>Serial Number:</b>	85792107	GUARANTEEDEXACTFIT	
<b>Serial Number:</b>	85504151	BUYAUTOPARTS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 2024202201

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 202.420.2200

**Email:** GregoryD@dicksteinshapiro.com

**Correspondent Name:** Donald A. Gregory

**Address Line 1:** 1825 Eye Street, NW

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	G0055.0024
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<b>NAME OF SUBMITTER:</b>	Donald A. Gregory
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<b>SIGNATURE:</b>	/Donald A. Gregory/
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<b>DATE SIGNED:</b>	06/04/2014
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**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

December 27, 2013

**WHEREAS**, Meridian Rack & Pinion, Inc., a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into the Note Purchase Agreement dated of even date herewith (said Note Purchase Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with Gladstone Investment Corporation and Gladstone Capital Corporation (collectively, together with its successors and assigns, the “**Secured Party**”), pursuant to which Secured Party has agreed to make an investment in the Grantor, subject to the terms and conditions set forth in the Note Purchase Agreement; and

**WHEREAS**, pursuant to the terms of the Security Agreement, dated of even date herewith (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the Secured Party and the other grantors named therein, Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in and to the following (unless constituting Excluded Collateral), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

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(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" shall have the meaning assigned to the term "Proceeds" in the UCC.

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Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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 WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**MERIDIAN RACK & PINION, INC.**

By:   
Name: Carson Biederman  
Title: Chief Financial Officer

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

Registrations:

<b>NAME OF MARK</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>OWNER</b>
<b>Registered Trademarks</b>			
DiscountACParts.com		4,209,158	Meridian Rack & Pinion, Inc.
MeridianAutoParts.com		4,190,279	Meridian Rack & Pinion, Inc.
TurboChargerPros.com		4,209,157	Meridian Rack & Pinion, Inc.
CarPartsWarehouse.com		4,405,428	Meridian Rack & Pinion, Inc.
<b>Trademark Applications</b>			
Easy to Buy Auto parts	85792135		Meridian Rack & Pinion, Inc.
Stigan	85822836		Meridian Rack & Pinion, Inc.
Car Steering Wholesale	85767966		Meridian Rack & Pinion, Inc.
CarSteering.com	85504129		Meridian Rack & Pinion, Inc.
Guaranteed Exact Fit	85792107		Meridian Rack & Pinion, Inc.
BuyAutoParts.com	85504151		Meridian Rack & Pinion, Inc.

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