

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314148

| | | | |
|-----------------------------------|---------------------------------|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Swanson Services Corporation | | 08/13/2014 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Prospect Capital Corporation | | |
| Street Address: | 10 East 40th Street, 42nd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10016 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 29 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4397094 | BAIL JUMPER BILLY | |
| Registration Number: | 4246038 | BAIL JUMPER BILLY | |
| Registration Number: | 4478606 | BILLY BREW | |
| Registration Number: | 2517916 | BOOK'EM BUNNY | |
| Registration Number: | 2961254 | BOUNTY HUNTER BUFFALO | |
| Registration Number: | 3557522 | CHAIN GANG CHIPMUNK | |
| Registration Number: | 4178504 | CHUCKWAGON CAFE | |
| Registration Number: | 2827702 | DEPUTY DOLPHIN | |
| Registration Number: | 4013865 | DETECTIVE DOBERMAN | |
| Registration Number: | 2513063 | FOXY FELON | |
| Registration Number: | 2889227 | GANGSTER GATOR | |
| Registration Number: | 3898510 | HOODLUM HIPPO | |
| Registration Number: | 3242131 | JAGUAR JAILER | |
| Registration Number: | 2494712 | JAIL BIRD | |
| Registration Number: | 3135696 | MISS DA'MEANER MONKEY | |
| Registration Number: | 2500705 | MUGGER MOOSE | |
| Registration Number: | 3686973 | OFFICER OWL | |
| Registration Number: | 1835064 | OFFSITE COMMISSARY | |
| Registration Number: | 2220199 | ONSITE COMMISSARY | |
| Registration Number: | 1784562 | OVERNITE COMMISSARY | |
| TRADEMARK | | | |

CH \$740.00 4397094

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 2724293 | PENITENTIARY PENGUIN |
| Registration Number: | 2150368 | S |
| Registration Number: | 2350347 | S |
| Registration Number: | 2724292 | SERGEANT SQUIRREL |
| Registration Number: | 2702759 | SGT. SQUIRREL |
| Serial Number: | 86168691 | SHERIFF STALLION |
| Registration Number: | 2407054 | SWANSON COLLECTABLES |
| Registration Number: | 1781886 | SWANSON INMATE COMMISSARY SERVICES |
| Registration Number: | 2404722 | SWANSON SERVICES CORPORATION |

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 59297/035

NAME OF SUBMITTER: Diane Cassinelli

SIGNATURE: /Diane Cassinelli/

DATE SIGNED: 08/15/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into as of August 13, 2014, by SWANSON SERVICES CORPORATION, a Florida corporation (“**Grantor**”), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as administrative agent (“**Agent**”) for the benefit of the Agent and the Purchasers (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Senior Secured Loan Agreement dated as of August 13, 2014, among TRINITY SERVICES GROUP, INC., a Florida corporation and TRINITY SERVICES I, LLC, a Florida limited liability company (collectively the “**Borrowers**” and each a “**Borrower**”), the other Loan Parties, the Guarantors from time to time party thereto, Agent and the Purchasers from time to time party thereto (the “**Purchasers**”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), Purchasers have purchased Notes from, and advanced certain loans to, Borrowers and Borrowers have incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Agent and the Purchasers, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor has granted a continuing security interest in certain property, including, without limitation, certain of its intellectual property, to the Agent, for the benefit of the Agent and the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement and the rules of construction in Section 1.4 of the Loan Agreement shall be applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of Agent and the Purchasers, a continuing first priority security interest (subject to the Intercreditor Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Code) (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any

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State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, “**Trademarks**”);

(b) all rights of Grantor in all present and future agreements containing any right or license with respect to Grantor’s Trademarks or another Person’s Trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, and subject to the rights of any other Person who is the licensor related thereto, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(c) all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Trademarks or Trademark Licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Lien and security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien and security interest in the Trademark Collateral 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 *mutatis mutandis*.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (in any event within 3 Business Days) notice in writing to Agent with respect to any such new Trademark, any renewal or extension of a Trademark registration or any new Trademark License. Without limiting any Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License; provided, that Agent will provide Grantor with prior written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect,

invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **TERMINATION**. Upon the payment in full of the Obligations and termination of the Loan Agreement in accordance with its terms, Agent shall, at Grantor's sole expense, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

7. **APPLICABLE LAW**. **THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.**

8. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Trademark Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

9. **AMENDMENTS AND WAIVERS**. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.2 ("Modifications and Amendments") and 10.3 ("No Implied Waivers; Cumulative Remedies; Writing Required") of the Loan Agreement. Each party further agrees that the terms and provisions of Section 10.2 and 10.3 of the Loan Agreement are hereby incorporated by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

10. **NOTICES**. All notices, requests, demands and other communications to or upon the Agent or any Grantor hereunder shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Section 10.6 of the Loan Agreement ("Notices"), and (iii) addressed to the parties at the address, facsimile number or email address provided in Section 10.6 of the Loan Agreement. Any party hereto may change its address, facsimile number or email address for notices and other communications hereunder by notice to all of the other parties hereto in accordance with the foregoing.

11. **SUCCESSORS AND ASSIGNS**. This Trademark Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Agent and the Purchasers and their successors and assigns; provided, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Trademark Security Agreement without the prior written consent of the Agent.

12. **SEVERABILITY**. All provisions of this Trademark Security Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Trademark Security Agreement shall not affect the validity or enforceability of the remaining provisions of this Trademark Security Agreement. Should any part of this Trademark Security Agreement be held invalid or unenforceable in any

jurisdiction, the invalid or unenforceable portion or portions shall be removed (and no more) only in that jurisdiction, and the remainder shall be enforced as fully as possible (removing the minimum amount possible) in that jurisdiction. In lieu of such invalid or unenforceable provision, the parties hereto will negotiate in good faith to add as a part of this Trademark Security Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

13. Integration. This Trademark Security Agreement and the other Purchase Documents contain the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, agreements and understandings with respect thereto, both written and oral. This Trademark Security Agreement may not be contradicted or supplemented by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten or oral agreements between the parties. When this Trademark Security Agreement or any other Purchase Document refers to a party's "sole discretion", such phrase means that party's sole and absolute discretion as to process and result, which shall be final for all purposes hereunder, to be exercised (to the fullest extent the law permits) as arbitrarily and capriciously as that party may wish, for any reason, subject to no standard of reasonableness or review and part of no claim before any court, arbitrator or other tribunal or forum or otherwise.

14. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF ARTICLE XI OF THE LOAN AGREEMENT ("DISPUTE RESOLUTION; JURISDICTION; JURY TRIAL WAIVER") ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

15. MISCELLANEOUS. This Trademark Security Agreement shall be considered a Purchase Document as defined in Article I of the Loan Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly Authorized Signatory as of the date first set forth above.

SWANSON SERVICES CORPORATION, a Florida corporation

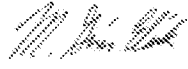
By: 
Name: Jeff Zanarini
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement – Swanson Services Corporation]

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ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: 

Name: M. Grier Eliasek

Title: President

[Signature Page for Trademark Security Agreement – Swanson Services Corporation]



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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS

| Mark | Application Number | Registration Number | Application Date/Registration Date | Status |
|--------------------------|---------------------------|----------------------------|---|---------------|
| BAIL JUMPER BILLY | | 4,397,094 | 9/3/13 | <u>Active</u> |
| BAIL JUMPER BILLY | | 4,246,038 | 11/20/12 | <u>Active</u> |
| BILLY BREW | | 4,478,606 | 2/4/14 | <u>Active</u> |
| BOOK'EM BUNNY | | 2,517,916 | 12/11/01 | <u>Active</u> |
| BOUNTY HUNTER BUFFALO | | 2,961,254 | 6/7/05 | <u>Active</u> |
| CHAIN GANG CHIPMUNK | | 3,557,522 | 1/6/09 | <u>Active</u> |
| CHUCKWAGON CAFE | | 4,178,504 | 7/24/12 | <u>Active</u> |
| DEPUTY DOLPHIN | | 2,827,702 | 3/30/04 | <u>Active</u> |
| DETECTIVE DOBERMAN | | 4,013,865 | 8/16/11 | <u>Active</u> |
| FOXY FELON | | 2,513,063 | 11/27/01 | <u>Active</u> |
| GANGSTER GATOR | | 2,889,227 | 9/28/04 | <u>Active</u> |
| HOODLUM HIPPO | | 3,898,510 | 1/4/11 | <u>Active</u> |
| JAGUAR JAILER | | 3,242,131 | 5/15/07 | <u>Active</u> |
| JAIL BIRD | | 2,494,712 | 10/02/01 | <u>Active</u> |
| MISS DA'MEANER | | 3,135,696 | 8/29/06 | <u>Active</u> |

| | | | | |
|---|-----------|-----------|----------|---------------|
| MONKEY | | | | |
| MUGGER MOOSE | | 2,500,705 | 10/23/01 | <u>Active</u> |
| OFFICER OWL | | 3,686,973 | 9/22/09 | <u>Active</u> |
| OFFSITE COMMISSARY | | 1,835,064 | 5/3/94 | <u>Active</u> |
| ONSITE COMMISSARY | | 2,220,199 | 1/26/99 | <u>Active</u> |
| OVERNITE COMMISSARY | | 1,784,562 | 7/27/93 | <u>Active</u> |
| PENITENTIARY PENGUIN | | 2,724,293 | 6/10/03 | <u>Active</u> |
| S and Design  | | 2,150,368 | 4/14/98 | <u>Active</u> |
| S and Design  | | 2,350,347 | 4/16/00 | <u>Active</u> |
| SERGEANT SQUIRREL | | 2,724,292 | 6/10/03 | <u>Active</u> |
| SGT. SQUIRREL | | 2,702,759 | 4/1/03 | <u>Active</u> |
| SHERIFF STALLION | 86-168691 | | 1/17/14 | <u>Active</u> |
| SWANSON COLLECTABLES | | 2,407,054 | 11/21/00 | <u>Active</u> |
| SWANSON INMATE COMMISSARY SERVICES | | 1,781,886 | 7/13/93 | <u>Active</u> |
| SWANSON SERVICES CORPORATION | | 2,404,722 | 11/14/00 | <u>Active</u> |

**SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK LICENSES

None.