

TRADEMARK ASSIGNMENT COVER SHEET

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900305518

ETAS ID: TM321471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PSV I		07/25/2013	Limited Liability Co. DELAWARE
PROSPECT CAPITAL MANAGEMENT LLC		07/25/2013	Limited Liability Co. DELAWARE
PROSPECT PAR MANAGEMENT LLC		07/25/2013	Limited Liability Co. DELAWARE

RECEIVING PARTY DATA

Name:	Prospect Capital Investment Management, LLC
Street Address:	10 East 40th Street, 42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Co. DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3094028	PROSPECT
Registration Number:	3154839	PROSPECT INVESTMENT MANAGEMENT
Registration Number:	3154840	PROSPECT CAPITAL MANAGEMENT
Registration Number:	3136647	PROSPECT MANAGEMENT
Registration Number:	3099064	PROSPECT ENERGY
Registration Number:	4185172	PROSPECT STREET
Registration Number:	3688584	PROSPECT PAR

CORRESPONDENCE DATA

Fax Number: 2124489652
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: 212-448-0702
Email: PL@prospectstreet.com, daria@prospectstreet.com
Correspondent Name: Daria Becker
Address Line 1: 10 East 40th Street, 42nd Floor
Address Line 4: New York, NEW YORK 10016

OP \$190.00 3094028

NAME OF SUBMITTER:	Daria Becker
SIGNATURE:	/Daria Becker/
DATE SIGNED:	10/29/2014
Total Attachments: 12 source=PSV to PCIM Trademark Assignment Agreement#page1.tif source=PSV to PCIM Trademark Assignment Agreement#page2.tif source=PSV to PCIM Trademark Assignment Agreement#page3.tif source=PSV to PCIM Trademark Assignment Agreement#page4.tif source=PCM to PCIM Trademark Assignment Agreement#page1.tif source=PCM to PCIM Trademark Assignment Agreement#page2.tif source=PCM to PCIM Trademark Assignment Agreement#page3.tif source=PCM to PCIM Trademark Assignment Agreement#page4.tif source=Prospect Par to PCIM Trademark Assignment Agreement#page1.tif source=Prospect Par to PCIM Trademark Assignment Agreement#page2.tif source=Prospect Par to PCIM Trademark Assignment Agreement#page3.tif source=Prospect Par to PCIM Trademark Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and effective as of July 25, 2013 (the “Effective Date”) by and between **PROSPECT STREET VENTURES (I) LLC**, a Delaware limited liability company (“Assignor”), and **PROSPECT CAPITAL INVESTMENT MANAGEMENT, LLC**, a Delaware limited liability company (“Assignee”) (each a “party,” and collectively, the “parties”).

RECITALS

WHEREAS, Assignor is the owner in the United States of America (the “Territory”) of the following trade names and service marks in the U.S. Patent and Trademark Office:

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE	DATE REGISTERED
PROSPECT	78417707	3094028	May 12, 2004	May 16, 2006
PROSPECT INVESTMENT MANAGEMENT	78417705	3154839	May 12, 2004	October 10, 2006
PROSPECT CAPITAL MANAGEMENT	78417712	3154840	May 12, 2004	October 10, 2006
PROSPECT MANAGEMENT	78417697	3136647	May 12, 2004	August 29, 2006
PROSPECT ENERGY	78417701	3099064	May 12, 2004	May 30, 2006

(collectively, the “Trademarks”); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 ASSIGNMENT

1.1 Assignment. Subject to the terms and conditions of this Agreement, Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

1.2 Consideration. In consideration for the assignment set forth in Section 1.1, Assignor shall pay Assignee the sum of \$10, payable on the Effective Date.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Mutual Representations. Each party hereby represents and warrants to the other party as follows:

(a) Due Authorization. Such party is a limited liability company, duly incorporated and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(c) No Conflict. Such party's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the organizational documents of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

2.2 Assignor Representations. Assignor represents and warrants to Assignee:

(a) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks.

(b) Each Trademark is free of any liens, security interests, encumbrances or licenses.

(c) Each Trademark does not infringe the rights of any person or entity.

(d) There are no claims, pending or threatened, with respect to Assignor's rights in any Trademark.

ARTICLE 3
MISCELLANEOUS

3.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Assignee may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the Assignor. No assignment by either party permitted hereunder shall relieve the applicable party of its obligations under this

Agreement. Any assignment by either party in accordance with the terms of this Agreement shall be pursuant to a written assignment agreement in which the assignee expressly assumes the assigning party's rights and obligations hereunder.

3.2 Independent Contractor. Neither party shall have, or shall represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

3.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

If to Assignor:

Prospect Street Ventures (I) LLC
10 East 40th Street, 44th Floor
New York, NY 10016
Tel. No.: (212) 488-0702
Fax No.: (212) 488-9652
Attn: John F. Barry III
Email: PL@prospsectstreet.com

If to Assignee:

Prospect Capital Investment Management, LLC
10 East 40th Street, 44th Floor
New York, NY 10016
Tel. No.: (212) 488-0702
Fax No.: (212) 488-9652
Attn: John F. Barry III
Email: PL@prospsectstreet.com

3.4 Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts formed and to be performed entirely within the State of New York. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

3.5 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

3.6 No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

3.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable

manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.8 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

3.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to such subject matter.

3.11 Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

PROSPECT STREET VENTURES (I) LLC

By: _____

Name: John F. Barry III

Title: Principal

ASSIGNEE:

**PROSPECT CAPITAL INVESTMENT
MANAGEMENT, LLC**

By: _____

Name: John F. Barry III

Title: Principal

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and effective as of July 25, 2013 (the “Effective Date”) by and between **PROSPECT CAPITAL MANAGEMENT LLC**, a Delaware limited liability company (“Assignor”), and **PROSPECT CAPITAL INVESTMENT MANAGEMENT, LLC**, a Delaware limited liability company (“Assignee”) (each a “party,” and collectively, the “parties”).

RECITALS

WHEREAS, Assignor is the owner in the United States of America (the “Territory”) of the following trade name and service mark in the U.S. Patent and Trademark Office:

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE	DATE REGISTERED
PROSPECT STREET	85343421	4185172	June 10, 2011	August 7, 2012

(the “Trademark”); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 ASSIGNMENT

1.1 Assignment. Subject to the terms and conditions of this Agreement, Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

1.2 Consideration. In consideration for the assignment set forth in Section 1.1, Assignor shall pay Assignee the sum of \$10, payable on the Effective Date.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Mutual Representations. Each party hereby represents and warrants to the other party as follows:

(a) Due Authorization. Such party is a limited liability company, duly incorporated and in good standing as of the Effective Date, and the execution, delivery and

performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(c) No Conflict. Such party's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the organizational documents of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

2.2 Assignor Representations. Assignor represents and warrants to Assignee:

(a) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark.

(b) The Trademark is free of any liens, security interests, encumbrances or licenses.

(c) The Trademark does not infringe the rights of any person or entity.

(d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark.

ARTICLE 3 MISCELLANEOUS

3.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Assignee may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the Assignor. No assignment by either party permitted hereunder shall relieve the applicable party of its obligations under this Agreement. Any assignment by either party in accordance with the terms of this Agreement shall be pursuant to a written assignment agreement in which the assignee expressly assumes the assigning party's rights and obligations hereunder.

3.2 Independent Contractor. Neither party shall have, or shall represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

3.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

If to Assignor:

Prospect Capital Management LLC
10 East 40th Street, 44th Floor
New York, NY 10016
Tel. No.: (212) 488-0702
Fax No.: (212) 488-9652
Attn: John F. Barry III
Email: PL@prospectstreet.com

If to Assignee:

Prospect Capital Investment Management, LLC
10 East 40th Street, 44th Floor
New York, NY 10016
Tel. No.: (212) 488-0702
Fax No.: (212) 488-9652
Attn: John F. Barry III
Email: PL@prospectstreet.com

3.4 Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts formed and to be performed entirely within the State of New York. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

3.5 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

3.6 No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

3.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.8 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

3.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to such subject matter.

3.11 Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

PROSPECT CAPITAL MANAGEMENT LLC

By: _____

Name: John F. Barry III

Title: Principal

ASSIGNEE:

**PROSPECT CAPITAL INVESTMENT
MANAGEMENT, LLC**

By: _____

Name: John F. Barry III

Title: Principal

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and effective as of July 25, 2013 (the "Effective Date") by and between **PROSPECT PAR MANAGEMENT, LLC**, a Delaware limited liability company ("Assignor"), and **PROSPECT CAPITAL INVESTMENT MANAGEMENT, LLC**, a Delaware limited liability company ("Assignee") (each a "party," and collectively, the "parties").

RECITALS

WHEREAS, Assignor is the owner in the United States of America (the "Territory") of the following trade name and service mark in the U.S. Patent and Trademark Office:

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE	DATE REGISTERED
PROSPECT PAR	77643134	3688584	January 5, 2009	September 29, 2009

(the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 ASSIGNMENT

1.1 Assignment. Subject to the terms and conditions of this Agreement, Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

1.2 Consideration. In consideration for the assignment set forth in Section 1.1, Assignor shall pay Assignee the sum of \$10, payable on the Effective Date.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(c) No Conflict. Such party's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the organizational documents of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

2.2 Assignor Representations. Assignor represents and warrants to Assignee:

(a) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark.

(b) The Trademark is free of any liens, security interests, encumbrances or licenses.

(c) The Trademark does not infringe the rights of any person or entity.

(d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark.

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MISCELLANEOUS

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If to Assignor:

Prospect Par Management, LLC
10 East 40th Street, 44th Floor
New York, NY 10016
Tel. No.: (212) 488-0702
Fax No.: (212) 488-9652
Attn: John F. Barry III
Email: PL@prospsectstreet.com

If to Assignee:

Prospect Capital Investment Management, LLC
10 East 40th Street, 44th Floor
New York, NY 10016
Tel. No.: (212) 488-0702
Fax No.: (212) 488-9652
Attn: John F. Barry III
Email: PL@prospsectstreet.com

3.4 Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts formed and to be performed entirely within the State of New York. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

3.5 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

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3.11 Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

PROSPECT PAR MANAGEMENT, LLC

By: 

Name: John F. Barry III

Title: Principal

ASSIGNEE:

**PROSPECT CAPITAL INVESTMENT
MANAGEMENT, LLC**

By: 

Name: John F. Barry III

Title: Principal