

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FUNKO, LLC		05/29/2013	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Gladstone Investment Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
Name:	Gladstone Capital Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3123203	FUNKO	
Registration Number:	2520040	WACKY WOBBLER	
Serial Number:	85816717	BOXOS	
Serial Number:	85816155	MYSTERY MINIS	
Serial Number:	85816148	CUPCAKE KEEPSAKES	
CORRESPONDENCE DATA			
Fax Number:	2024202201		
<i>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.</i>			
Phone:	202-420-2200		
Email:	gregoryd@dicksteinshapiro.com		
TRADEMARK			

OP \$140.00 3123203

Correspondent Name: Dickstein Shapiro LLP
Address Line 1: 1825 Eye Street NW
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: G0055.0019

NAME OF SUBMITTER: Donald A. Gregory

SIGNATURE: /dag/

DATE SIGNED: 11/18/2014

Total Attachments: 3
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GRANT OF TRADEMARK SECURITY INTEREST

MAY 29, 2013

WHEREAS, FUNKO, LLC, a Washington limited liability company ("**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 entered into the Note Purchase Agreement dated as of May 29, 2013 (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, a Delaware corporation, and Gladstone Capital Corporation, a Delaware corporation (collectively, together with their 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 as of May 29, 2013 (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

(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.

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.

FUNKO, LLC

By: 
Name: Brian Mariotti
Title: Chief Executive Officer

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

UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration Number	Description
Funko, LLC	Registration No. 3123203	"Funko" - Class 28: Dolls and toy figurines
Funko, LLC	Registration No. 2520040	"Wacky Wobbler" - Class 28: Dolls and toy figurines

Applications:

Owner	Registration Number	Description
Funko, LLC	Serial No. 85816717	"Boxos" - Class 28: Dolls and toy figurines
Funko, LLC	Serial No. 85816155	"Cupcake Keepsakes" - Class 28: Dolls and toy figurines
Funko, LLC	Serial No. 85816148	"Mystery Minis" - Class 28: Dolls and toy figurines

Licenses:

Funko, LLC licenses a significant number of trademarks in the ordinary course of its business. Please see list of licensed property identified below.

OTHER TRADEMARKS:

Registrations:

None.

Applications:

None.

Licenses:

Funko, LLC is a party to the following license agreements:

AGREEMENT	LICENSED PROPERTY
Warner Bros. License Agreement #17784-Multi, dated July 7, 2011, as amended by Amendment #1, dated January 26, 2012,	Where the Wild Things Are Charlie & the Chocolate Factory