

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge Sound Management, Inc.		09/30/2014	CORPORATION: DELAWARE
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		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2474949	SONET	
Registration Number:	4582804	QT	
Registration Number:	2675331	AFFORDABLE ACOUSTIC PRIVACY FOR EVERY WO	
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:	woodm@dicksteinshapiro.com		
Correspondent Name:	Dickstein Shapiro LLP		
Address Line 1:	1825 Eye Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	G0055.0033		
NAME OF SUBMITTER:	Megan R. Wood		
SIGNATURE:	/MRW/		
DATE SIGNED:	11/19/2014		
Total Attachments: 4			
source=CambridgeTM#page1.tif			

OP \$90.00 2474949

source=CambridgeTM#page2.tif

source=CambridgeTM#page3.tif

source=CambridgeTM#page4.tif

GRANT OF TRADEMARK SECURITY INTEREST

September 30, 2014

WHEREAS, CAMBRIDGE SOUND MANAGEMENT, INC., a Delaware 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 as of September 30, 2014 (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 (collectively, together with its successors and assigns, the “**Secured Party**”), pursuant to which Secured Party has agreed to make an investment in the Sellers, 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 September 30, 2014 (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

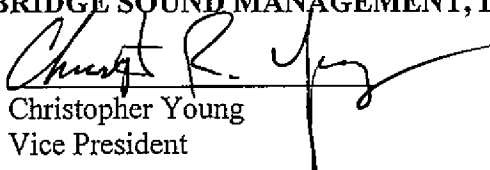
foreign countries and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(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.

CAMBRIDGE SOUND MANAGEMENT, INC.

By: 
Name: Christopher Young
Title: Vice President

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

UNITED STATES TRADEMARKS:

Trademarks

1. Company has the following registered trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/ Appl. Date</u>
SONET	U.S.	Issued	2474949	8/7/2001
QT stylized	U.S.	Issued	4582804	8/12/2014
AFFORDABLE ACOUSTIC PRIVACY FOR EVERY WORKSPACE	U.S.	Cancelled (\$ 8) – 8/22/2009	2675331	1/14/2003

2. Company has the following unregistered trademarks:

None.

3. Company owns the following domain names:

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrant</u>	<u>Registrant Organization</u>
Cambridgesound.com	8/30/2015	Domain Administrator	Atlantis Technology Corporation
csmqt.com	09/12/2014	Keith Crook	Cambridge Sound Management
cambridgesm.co		Not registered	
cambridgesm.com	08/27/2015	Contact Privacy Inc. Customer 0135394037	Contact Privacy Inc. Customer 0135394037
cambridgesm.net	08/27/2015	Contact Privacy Inc. Customer 0135394035	Contact Privacy Inc. Customer 0135394035
cambridgesoundmanagement.com	08/22/2023	Contact Privacy Inc. Customer 0135393975	Contact Privacy Inc. Customer 0135393975
cambridgesoundmgt.com	08/30/2015	Contact Privacy Inc. Customer 0135394044	Contact Privacy Inc. Customer 0135394044
csmqt.net	08/22/2015	Contact Privacy Inc.	Contact Privacy Inc.

DSMDB-3287475 v1

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrant</u>	<u>Registrant Organization</u>
		Customer 0135389011	Customer 0135389011
officebuzz.com	08/16/2015	Registration Private	Domains By Proxy, LLC
partner.csmqt.com		Error retrieving records for this website - only data for csmqt.com could be retrieved.	
qtpro.com	05/19/2019	Alissa Tritman	Not listed
quietdaily.com	05/29/2015	Kevin Phelan	Not listed
quietech.com	07/8/2016	Keith Crook	Cambridge Sound Management
quiettech.com	06/15/2015	Keith Crook	Cambridge Sound Management