

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCG Capital Corporation, as resigning Administrative Agent		09/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Saratoga Investment Corp. SBIC LP, as successor Administrative Agent		
Street Address:	535 Madison Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3598255	ASSOCIATIONVOICE	
Registration Number:	3637228	ATHOMENET	
Registration Number:	3665402	ATHOMENET	
Registration Number:	3816985	CAPSURE INC	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	036806.026		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/jes/		
DATE SIGNED:	12/18/2014		

OP \$115.00 3598255

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") dated as of September 30, 2014 is by and among **MCG CAPITAL CORPORATION**, a Delaware corporation, in its capacity as resigning Administrative Agent (in such capacity, the "Resigning Agent"), and **SARATOGA INVESTMENT CORP. SBIC LP**, a Delaware limited partnership, in its capacity as successor Administrative Agent (in such capacity, the "Successor Agent").

WHEREAS, that certain Senior Credit Facility Agreement dated as of May 9, 2013 (as amended or otherwise modified from time to time, the "Existing Credit Agreement") was entered into by and among Community Investors, Inc. and certain of the direct and indirect subsidiaries of Community Investors, Inc., as Borrowers, the Lenders party thereto, and MCG Capital Corporation, as Administrative Agent. In connection therewith, certain Notices of Grant of Security Interest in intellectual property referenced by recordation in Schedule 1 attached hereto (each an "IP Notice", and collectively, the "IP Notices") were each entered into by and among a Borrower and MCG Capital Corporation, as Administrative Agent;

WHEREAS, pursuant to the Security and Pledge Agreement dated as of May 9, 2013 (as amended or otherwise modified from time to time, the "Security Agreement") entered into by and among the Grantors thereto, including the Borrowers, and MCG Capital Corporation, as Administrative Agent, each Grantor granted a continuing security interest in any and all right, title and interest of the Grantor, in the Collateral, including Copyrights, Patents, and Trademarks (each defined in the Security Agreement); and

WHEREAS, in connection with the resignation of MCG Capital Corporation, as Administrative Agent and the appointment of Saratoga Investment Corp. SBIC LP as successor Administrative Agent pursuant to Section 8.15 of the Existing Credit Agreement and Section 8.15 of the Amended and Restated Senior Credit Facility Agreement dated as of December 13, 2013 (as amended or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), the Resigning Agent desires to assign all of its right, title and interest in and to the Copyrights, Patents, and Trademarks included in the Collateral ("Intellectual Property Collateral") to the Successor Agent, including the Intellectual Property Collateral identified on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Existing Credit Agreement and Amended and Restated Credit Agreement, as applicable.

2. Assignment. The Resigning Agent irrevocably transfers, assigns, grants, and conveys, without any representation, warranty or recourse, to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral identified on Schedule 1 hereto, the IP Notices, all security interests in the Intellectual Property Collateral arising under the Loan Documents, and all security interest filings and notices relating to the Intellectual Property Collateral associated with the Loan Documents, together with any rider, addendum, exhibit, schedule and attachment thereto. The parties hereto agree that this Agreement is intended to be an absolute assignment.

3. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

5. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail or other electronic imaging means shall be effective as an original.

6. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement effective as of the date first above written.

MCG CAPITAL CORPORATION, a Delaware corporation, as resigning Administrative Agent

By: 
Name: Tod K. Reichert
Title: Executive Vice President

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement effective as of the date first above written.

MCG CAPITAL CORPORATION, a Delaware corporation, as resigning Administrative Agent

By: _____

Name:

Title:

SARATOGA INVESTMENT CORP. SBIC LP, a Delaware general partnership, as successor
Administrative Agent

By: Charles Phillips IV

Name: Charles G. Phillips IV

Title: Managing Director

Schedule 1

INTELLECTUAL PROPERTY COLLATERAL

AssociationVoice, LLC
(Delaware Limited Liability Company)

U.S. Trademark Subject to Security Interest
Granted by AssociationVoice, LLC
In Favor of MCG Capital Corporation, as Administrative Agent
Recorded May 10, 2013 at Reel 5025 Frame 0631

Registered Mark

Mark	Reg. No.	Reg. Date
ASSOCIATIONVOICE	3598255	03/31/09

AtHomeNet, Inc.
(Georgia Corporation)

U.S. Trademarks Subject to Security Interest
Granted by AtHomeNet, Inc.
In Favor of MCG Capital Corporation, as Administrative Agent
Recorded May 10, 2013 at Reel 5025 Frame 0591

Registered Marks

Mark	Reg. No.	Reg. Date
ATHOMENET	3637228	06/16/09
ATHOMENET and Design	3665402	08/11/09

CapSure Acquisition Co.
(Delaware Corporation)

U.S. Trademark Subject to Security Interest
Granted by CapSure Acquisition Co.
In Favor of MCG Capital Corporation, as Administrative Agent
Recorded March 24, 2014 at Reel 5242 Frame 0159

Registered Mark

Mark	Reg. No.	Reg. Date
CAPSURE INC and Design	3816985	07/13/10

0947893 B.C.
(British Columbia Unlimited Liability Company)

Canadian Trademark Subject to Security Interest
Granted by 0947893 B.C.
In Favor of MCG Capital Corporation, as Administrative Agent
Recorded June 6, 2013 at File No. 1593673

Pending Application

Mark	Appl. No.	Filing Date
ASSOCIATIONVOICE	1593673	09/11/12

AssociationVoice, LLC
(Delaware Limited Liability Company)

U.S. Copyright Subject to Security Interest
Granted by AssociationVoice, LLC
In Favor of MCG Capital Corporation, as Administrative Agent
Recordation in Process

Registered Copyright

Title	Reg. No.	Reg. Date
AssociationVoice Website	TXu1577306	03/14/08

Real Pro Holdings, Inc.
(Delaware Corporation)

U.S. Copyright Subject to Security Interest
Granted by Real Pro Holdings, Inc.
In Favor of MCG Capital Corporation, as Administrative Agent
Recordation in Process

Registered Copyright

Title	Reg. No.	Reg. Date
Real Pro Systems Websites	TX0006234753	10/17/05