

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331671

| | | | |
|---|-------------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bear Mountain Forest Products, Inc. | | 02/09/2015 | CORPORATION: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Gladstone Business Loan, LLC | | |
| Street Address: | 1521 Westbranch Drive | | |
| Internal Address: | Suite 100 | | |
| City: | McLean | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22102 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85689596 | BEAR MOUNTAIN | |
| Serial Number: | 85689592 | AMERICA'S BEST | |
| Serial Number: | 85689579 | BEAR BRICKS | |
| Serial Number: | 85689577 | DRY DEN | |
| Serial Number: | 85689574 | COZY DEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027995000 | | |
| <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: | 2027994000 | | |
| Email: | dctrademarks@dlapiper.com | | |
| Correspondent Name: | Gregory Esau | | |
| Address Line 1: | 500 Eighth Street, NW | | |
| Address Line 4: | Washington, D.C. 20004 | | |
| NAME OF SUBMITTER: | Gregory Esau | | |
| SIGNATURE: | /Gregory Esau/ | | |
| DATE SIGNED: | 02/10/2015 | | |

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Total Attachments: 3

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GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, Bear Mountain Forest Products, Inc. (the “*Grantor*”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantor has entered into a Security Agreement Supplement, dated as of the date hereof, supplementing the Pledge and Security Agreement, dated March 7, 2014 (as further supplemented, amended, restated, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Gladstone Business Loan, LLC (as successor-in-interest to Gladstone Capital Corporation), as the Lender (in such capacity, together with its successors and assigns, the “*Grantee*”); and

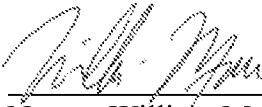
WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 9, 2015.

BEAR MOUNTAIN FOREST PRODUCTS, INC.

By: 
Name: William Morris
Title: Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

| United States Trademark | Trademark Description | USPTO Registration | Registration Date | USPTO Int'l Class & Description of Goods |
|-------------------------|-----------------------|--------------------|--------------------|---|
| BEAR MOUNTAIN | Word | 85689596 / 4301412 | March 12, 2013 | G & S: Wood chips, shavings, pellets and logs for use as fuel |
| AMERICA'S BEST | Word | 85689592 / 4405704 | September 24, 2013 | G & S: Wood chips, shavings, pellets and logs for use as fuel |
| BEAR BRICKS | Word | 85689579 / 4378806 | August 6, 2013 | G & S: Compressed sawdust logs for use as fuel |
| DRY DEN | Word | 85689577 / 4378805 | August 6, 2013 | G & S: Compressed wood chips for use for animal stall bedding and animal litter |
| COZY DEN | Word | 85689574 / 4301411 | March 12, 2013 | G & S: Compressed wood shavings for use as ground cover for animal bedding |

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