

02/12/2015

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

2/9/15

103671206

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Midcap Business Credit LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company TX
- Association: USA
- Limited Partnership

Citizenship:

Execution Date(s) February 5, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: RB International Finance (USA) LLC

Internal

Address:

Street Address: 7 Kenosia Avenue

City: Danbury

State: CT

Country: USA

Zip: 06810

Association Citizenship:

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship: DE

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls@csalban@wolterskluwer.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

02/13/2015 DITMBERL 00000008 77754516

01 FC:8521

02 FC:8522

40.00 OP

25.00 OP

February 5, 2015

Date

Total number of pages including cover sheet, attachments, and document: 8

9. Signature:

Signature

Joanne BL Arnold

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005464 FRAME: 0325

Schedule I
to
Trademark Security Agreement

List of Trademarks and Trademark Applications

Grantor	Country	Mark	Application No.	Registration No.	Registration/ Application Date
MidCap Business Credit LLC	USA	MIDCAP D LEVER X	N/A	77754516	4/13/2010
MidCap Business Credit LLC	USA	MidCap Business Credit	86301551	N/A	6/4/2014

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[Execution]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of February, 2015, by and between MIDCAP BUSINESS CREDIT LLC, a Texas limited liability company, (the "Debtor") and RB INTERNATIONAL FINANCE (USA) LLC (formerly known as RZB Finance LLC), a Delaware limited liability company in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of Secured Parties (as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, dated February 5, 2015 (as amended, modified, supplemented, extended, renewed or amended and restated, the "Loan Agreement"), by and among the parties to the Loan Agreement as lenders (individually, each an "Lender" and collectively, "Lenders"), Agent and Debtor, Secured Parties (or Agent on behalf of Secured Parties) have agreed to make certain financial accommodations available to Debtor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Secured Parties are willing to make the financial accommodations to Debtor as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Agent (for itself and on behalf of Secured Parties) that certain Amended and Restated Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as amended, modified, supplemented, extended, renewed or amended and restated, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Agent (for itself and on behalf of Secured Parties) this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. Capitalized terms used herein and not defined herein shall have the meanings specified in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) As collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtor hereby grants to Agent (for itself and on behalf of Secured Parties) a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to (A) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any

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time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule I hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world, and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) Notwithstanding the foregoing, in no event shall the Collateral include (i) any rights or interests in any license or license agreement covering any Trademarks if under the terms of such license or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent (for itself and on behalf of Secured Parties) is prohibited and such prohibition has not been or is not waived or the consent of the other party to such license or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under Section 9-406 or 9-408 of the UCC or other applicable law or (B) so as to limit, impair or otherwise affect Agent's and Secured Parties' unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any such license or license agreement or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. OBLIGATIONS SECURED. The security interest and Lien granted to Agent (for itself and on behalf of Secured Parties) pursuant to this Trademark Security Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations owing by Debtor to Agent (for itself and on behalf of Secured Parties).

4. SECURITY AGREEMENT. The provisions of this Trademark Security Agreement are supplemental to the provisions of the Security Agreement, and nothing contained in this Trademark Security Agreement shall limit any of the rights or remedies of Agent (for itself and

on behalf of Secured Parties) under the Security Agreement. In the event of any conflict between any provision in the Security Agreement and a provision in this Trademark Security Agreement, such provision of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Debtor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any United States registered Trademarks or any application therefor hereafter acquired by Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Agent's (for itself and on behalf of Secured Parties) continuing security interest in all of Collateral, whether or not listed on Schedule I hereto.

6. CONSTRUCTION. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent and Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and permitted assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not any particular provision of this Trademark Security Agreement and as this Trademark Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, amended or restated.

7. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

8. CONSENT TO JURISDICTION. Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Trademark Security Agreement or in any way connected or related or incidental to the dealings of Debtor, Agent and Secured Parties in respect of this Trademark Security Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property). Each of Debtor and Agent hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at such party's option,

by service upon such other party in any other manner provided under the rules of any such courts.

9. JURY TRIAL. DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR, AGENT AND SECURED PARTIES IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS TRADEMARK SECURITY AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

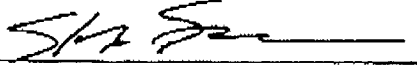
10. COUNTERPARTS. This Trademark Security Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

DEBTOR

MIDCAP BUSINESS CREDIT LLC

By: 

Name: Steven A. Samson

Title: President

[Signature Page Trademark Security Agreement]

AGENT

RB INTERNATIONAL FINANCE (USA) LLC

By: 
Name: CHRISTOPH HOEDL
Title: First Vice President


Steven VanSteenbergen
Vice President

[Signature Page Trademark Security Agreement]