

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338357

|   |   |                          |                       |
|---|---|--------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                  |                          |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                               |                          |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                          |                       |
| <b>Name</b>   | <b>Formerly</b>                                 | <b>Execution Date</b>    | <b>Entity Type</b>    |
| U.S. Money Reserve, Inc.  |   | 04/15/2015               | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                          |                       |
| <b>Name:</b>  | Prospect Capital Corporation                    |                          |                       |
| <b>Street Address:</b>  | 10 East 40th Street, 42nd Floor                 |                          |                       |
| <b>City:</b>  | New York  |                          |                       |
| <b>State/Country:</b>   | NEW YORK  |                          |                       |
| <b>Postal Code:</b>   | 10016   |                          |                       |
| <b>Entity Type:</b>   | CORPORATION: MARYLAND                           |                          |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                          |                       |
| <b>Property Type</b>  | <b>Number</b>                                   | <b>Word Mark</b>         |                       |
| <b>Registration Number:</b>   | 3284038   | AMERICA'S GOLD AUTHORITY |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                          |                       |
| <b>Fax Number:</b>  |   |                          |                       |
| <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> |   |                          |                       |
| <b>Email:</b>   | trademarks@dechert.com, erin.reimer@dechert.com |                          |                       |
| <b>Correspondent Name:</b>  | Glenn A. Gundersen                              |                          |                       |
| <b>Address Line 1:</b>  | 2929 Arch Street                                |                          |                       |
| <b>Address Line 2:</b>  | Cira Centre                                     |                          |                       |
| <b>Address Line 4:</b>  | Philadelphia, PENNSYLVANIA 19104-2808           |                          |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 139042  |                          |                       |
| <b>NAME OF SUBMITTER:</b>   | Erin Reimer                                     |                          |                       |
| <b>SIGNATURE:</b>   | /Erin Reimer/                                   |                          |                       |
| <b>DATE SIGNED:</b>   | 04/16/2015                                      |                          |                       |
| <b>Total Attachments: 4</b>   |   |                          |                       |
| source=Trademark Security Agreement - USMR#page1.tif  |   |                          |                       |
| source=Trademark Security Agreement - USMR#page2.tif  |   |                          |                       |
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## NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”), dated as of April 15, 2015, made by U.S. Money Reserve, Inc., a Delaware corporation (“Grantor”), in favor of Prospect Capital Corporation, a Maryland corporation, in its capacity as collateral agent (the “Collateral Agent”) for the Secured Parties under the Loan Agreement referred to in the Security Agreement referred to below.

WHEREAS, Grantor is the owner of the registered trademarks and trademark applications set forth on Schedule 1 attached hereto (collectively, the “Trademarks”); and

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement dated as of April 15, 2015, by and among Grantor, the other grantors party thereto and Collateral Agent (the “Security Agreement”), Grantor pledged, assigned and granted to Collateral Agent a security interest in certain intellectual property owned by Grantor, including the Trademarks, all products and proceeds of the foregoing and the right to sue for past, present and future infringements and misappropriations of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver to Collateral Agent this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, Grantor hereby pledges, assigns and grants to Collateral Agent a security interest in the Trademark Collateral; provided, however, that the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the PTO provided that upon such filing and acceptance, such intent-to-use application shall be included in the definition of Trademark Collateral.

Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to Collateral Agent, and Grantor hereby authorizes and requests an official of the PTO, and any official of any country foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to file and record the same together with the annexed Schedule 1 to Collateral Agent, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Grantor promptly shall execute such documents, and do and perform such acts and things as Collateral Agent may reasonably request to give effect to, document and record, perfect and enforce the security interest herein recited, including without limitation executing such other documents as may be required to give full effect to and to perfect the rights of


Collateral Agent under this Security Interest in and to the Trademark Collateral worldwide.

Grantor and Collateral Agent hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

U.S. MONEY RESERVE, INC.

By:   
Name: Jordan Reber  
Title: Chief Executive Officer

Notice of Grant in Security Interest in Trademarks

**Schedule 1**

**TRADEMARK APPLICATIONS AND TRADEMARKS**

| <b>Trademark</b>            | <b>Registered Owner</b>    | <b>Jurisdiction</b> | <b>Application No. /<br/>Application Date</b> | <b>Registration No. /<br/>Registration Date</b> | <b>Status</b> | <b>Class</b> |
|-----------------------------|----------------------------|---------------------|---|---|---------------|--------------|
| AMERICA'S GOLD<br>AUTHORITY | U S Money Reserve,<br>Inc. | U.S.                | 78924476<br>07/07/2006                        | 3284038<br>08/21/2007                           | Registered    | 35           |