

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTH DEGREE, INC.	FORMERLY Nth Degree Merger Sub, Inc., nth Degree Global, Inc. and nth Degree Holdings, Inc.	12/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Investment Corporation		
Street Address:	1521 Westbranch Drive, Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2183230	NTH DEGREE	
Registration Number:	3945040	NTH° NTH DEGREE	
Registration Number:	4791867	N° NTH DEGREE	
Registration Number:	4757571	N° NTH DEGREE EXPERIENCE BETTER	
CORRESPONDENCE DATA			
Fax Number:	2024202200		
<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:	G0055.0044/G001		
NAME OF SUBMITTER:	Megan R. Wood		
SIGNATURE:	/MRW/		
DATE SIGNED:	12/21/2015		

OP \$115.00 2183230

Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

December 14, 2015

WHEREAS, NTH DEGREE, INC., a Delaware corporation and surviving corporation by a merger with and into Nth Degree Merger Sub, Inc., nth Degree Global, Inc., and nth Degree Holdings, Inc. (“**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, the Grantor has entered into the Note Purchase Agreement dated as of even date herewith (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, in its capacity as Agent (together with successors and assigns, “**Agent**”) and the buyer parties party thereto (“**Buyers**”, and together with Agent, collectively, together with their successors and assigns, the “**Secured Party**”), pursuant to which Buyers have agreed to make an investment in the Grantor and the other 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 even date herewith (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Agent on behalf of the Secured Party and the other grantors named therein, Grantor has created in favor of Agent for the benefit of the Secured Party a security interest in, and Agent 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 Agent pursuant to the Security Agreement, Grantor hereby grants to the Agent for the benefit of 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 Agent on behalf 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.

[Signature appears on following page]

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.

NTH DEGREE, INC.

By: _____

Name: Joly Yobe






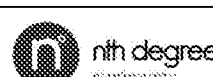
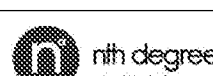
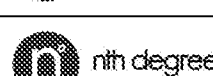
Title: President

[Trademark Security Interest Grant -- Signature Page]

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

Registrations:

Owner	Country	Registration Number	Registration Date	Trademark
Nth Degree, Inc. (Delaware)	Mexico	580304	6/30/1998	NTH DEGREE
Nth Degree, Inc. (Delaware)	Mexico	580305	6/30/1998	NTH DEGREE
Nth Degree, Inc. (Delaware)	European Union	171157	5/29/2000	NTH DEGREE
Nth Degree, Inc. (Delaware)	Singapore	T9606156F	2/22/2000	NTH DEGREE
Nth Degree, Inc. (Delaware)	Australia	711040	10/22/1998	NTH DEGREE
Nth Degree, Inc. (Delaware)	Vietnam	25374	10/24/1997	NTH DEGREE
Nth Degree, Inc. (Delaware)	Thailand	BOR5930	12/29/1997	NTH DEGREE
Nth Degree, Inc. (Delaware)	Thailand	BOR5987	1/20/1998	NTH DEGREE
Nth Degree, Inc. (Delaware)	Colombia	191584	11/29/1996	NTH DEGREE
Nth Degree, Inc. (Delaware)	Colombia	191585	11/29/1996	NTH DEGREE
Nth Degree, Inc. (Delaware)	Taiwan	88182	02/01/1997	NTH DEGREE
Nth Degree, Inc. (Delaware)	Canada	TMA557426	2/5/2002	NTH DEGREE
Nth Degree, Inc. (Delaware)	Taiwan	89443	3/16/1997	NTH DEGREE
Nth Degree, Inc. (Delaware)	China	1109753	9/21/1997	NTH DEGREE
Nth Degree, Inc. (Delaware)	China	1115486	9/28/1997	NTH DEGREE
Nth Degree, Inc. (Delaware)	Singapore	T9714348E	4/11/2001	NTH DEGREE
Nth Degree, Inc. (Delaware)	Korea	4141887	3/20/1998	NTH DEGREE
Nth Degree, Inc. (Delaware)	Korea	4141886	3/20/1998	NTH DEGREE
Nth Degree, Inc. (Delaware)	Japan	4161834	7/3/1998	NTH DEGREE

Nth Degree, Inc. (Delaware)	United States	2183230	8/25/1998	NTH DEGREE
Nth Degree, Inc. (Delaware)	Brazil	819228125	1/5/1999	NTH DEGREE
Nth Degree, Inc. (Delaware)	Brazil	819228117	1/5/1999	NTH DEGREE
Nth Degree, Inc. (Delaware)	European Union	2580272	2/21/2005	
Nth Degree, Inc. (Delaware)	United States	3945040	4/12/2011	
Nth Degree, Inc. (Delaware)	United States	4791867	8/11/2015	
Nth Degree, Inc. (Delaware)	Canada	1709549	1/6/2015	
Nth Degree, Inc. (Delaware)	European Union	13643606	1/14/2015	
Nth Degree, Inc. (Delaware)	Mexico	1572387	1/28/2015	
Nth Degree, Inc. (Delaware)	Mexico	1572388	1/28/2015	
Nth Degree, Inc. (Delaware)	United States	4757571	06/16/2015	
Nth Degree, Inc. (Delaware)	California	C2342553	04/26/2001	Beyond the nth Degree, Inc.
Nth Degree, Inc. (Delaware)	Texas	13819906	05/01/2011	Beyond the nth Degree, Inc.

Domain Names:

Domain Name
nthdegree.com
nthdegreeevents.com
myndegree.com
myndegree.net
mynthdegree.com
mynthdegree.net
ndegree.com
ndegree.net
nthdegreeevents.com
nthdegreeautomotive.com
automotiventhdegree.com
nthdegreeautoevents.com

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