

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOFTSPIKES, LLC		12/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST, as administrative agent		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 200		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC, as servicer		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	statutory trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3979845	SOFTSPIKES	
<b>Registration Number:</b>	4255607	SOFTSPIKES	
<b>Registration Number:</b>	2278540	SOFTSPIKES	
<b>Registration Number:</b>	2790022	BLACK WIDOW	
<b>Registration Number:</b>	2483620	DYNAMIC CLEAT TECHNOLOGY	
<b>Registration Number:</b>	2763063	BLACK WIDOW	
<b>Registration Number:</b>	2489462	THE SHADOW	
<b>Registration Number:</b>	2473474	CLEATKADDY	
<b>Registration Number:</b>	3071383	SILVER TORNADO	
<b>Registration Number:</b>	3396821		
<b>Registration Number:</b>	2978029	PULSAR	
<b>Registration Number:</b>	3791235	BLACK WIDOW	
<b>Registration Number:</b>	3955350	PINS	
<b>Registration Number:</b>	3849925		
<b>Registration Number:</b>	4029769	BLACK WIDOW	
<b>Registration Number:</b>	4027070	BLACK WIDOW	
<b>Serial Number:</b>	86051442	POWER LOCK	
<b>Serial Number:</b>	86290489	TORNADO	
<b>TRADEMARK</b>			

CH \$765.00 3979845

Property Type	Number	Word Mark
Serial Number:	86426513	TOUGH LOCK
Serial Number:	86426533	TOUR LOCK
Serial Number:	86426539	QUICK TWIST
Serial Number:	86426554	POWER TWIST
Serial Number:	86426575	MICRO LOCK
Serial Number:	86432511	ULTRA LOCK
Serial Number:	86699286	SPEED TRAC
Serial Number:	86699298	DYNA-SPEED
Registration Number:	3695503	BLACK WIDOW
Registration Number:	3849924	
Registration Number:	3090570	SOFTSPIKES
Registration Number:	1773925	SOFT SPIKES

**CORRESPONDENCE DATA**

**Fax Number:** 3126095005

*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.*

**Phone:** 312-609-7897

**Email:** hmiller@vedderprice.com

**Correspondent Name:** Holly Miller

**Address Line 1:** 222 North LaSalle Street - 24th Floor

**Address Line 4:** Chicago, ILLINOIS 60601

**ATTORNEY DOCKET NUMBER:** 47901000006

**NAME OF SUBMITTER:** Holly Miller

**SIGNATURE:** /Holly Miller/

**DATE SIGNED:** 12/30/2015

**Total Attachments: 6**

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

**THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (the "Agreement") made as of December 15, 2015, by **SOFTSPIKES, LLC**, a Delaware limited liability company, ("Grantor"), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

**W I T N E S S E T H:**

**WHEREAS**, Grantor, Grantee and Lenders, along with the other parties thereto, are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Grantor by Lenders; and

**WHEREAS**, pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, executed as of the date hereof, by and among Grantor, Grantee, the Lenders and the other parties thereto (the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing, or owned, acquired or arising hereafter: (i) all of Grantor's Trademarks (as defined in the Security Agreement) including each Trademark registration and application listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, but excluding any intent-to-use United States trademark applications 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 by the United States Patent and Trademark Office, and (ii) all Proceeds of any such Trademarks, including, among other things, Trademark Licenses (collectively the "Trademark Collateral").

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as set forth in the Security Agreement.

2. Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby reaffirms its grants to the Grantee, for its benefit and the benefit of the Lenders, of a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Trademark Collateral,

whether now owned or existing or owned, acquired, or arising hereafter. This Agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

*(Signature Pages Follow)*

*(Signature Page to Trademark Security Agreement)*

GRANTOR:

SOFTSPIKES, LLC, a Delaware limited liability company

By: Stephen Keane  
Stephen Keane  
Treasurer

*intending and confirming by this signature to join this Agreement as a "Grantor" and "Credit Party" immediately upon consummation of the Acquisition*

*(Signature Page to Trademark Security Agreement)*

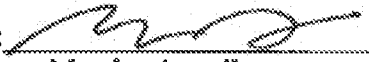
Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**MIDCAP FINANCIAL TRUST**, a Delaware statutory  
trust



By: Apollo Capital Management, L.P.  
Its: Investment Manager


By: Apollo Capital Management GP, LLC  
Its: General Partner

By:   
Maurice Amsellem  
Authorized Signatory

Schedule 1

United States Trademark Applications and Registrations

Mark	Reg. / App. No.	Filing Date	Reg. Date	Current Owner of Record
SOFTSPIKES	Reg. 3979845	01/28/98	6/21/11	Softspikes, LLC
SOFTSPIKES	Reg. 4255607	10/21/98	12/11/12	Softspikes, LLC
SOFTSPIKES (stylized lettering)	Reg. 2278540	01/27/98	09/14/99	Softspikes, LLC
BLACK WIDOW	Reg. 2790022	03/31/99	12/09/03	Softspikes, LLC
DYNAMIC CLEAT TECHNOLOGY	Reg. 2483620	12/10/99	08/28/01	Softspikes, LLC
BLACK WIDOW	Reg. 2763063	10/16/98	09/16/03	Softspikes, LLC
THE SHADOW	Reg. 2489462	05/24/00	09/11/01	Softspikes, LLC
CLEATKADDY	Reg. 2473474	06/08/00	07/31/01	Softspikes, LLC
SILVER TORNADO	Reg. 3071383	06/21/02	03/21/06	Softspikes, LLC
 (Black Widow Trade Dress)	Reg. 3396821	04/14/03	03/18/08	Softspikes, LLC
PULSAR	Reg. 2978029	04/02/04	07/26/05	Softspikes, LLC
BLACK WIDOW	Reg. 3791235	03/25/09	5/18/10	Softspikes, LLC
PINS	Reg. 3,955,350	06/22/09	05/03/11	Softspikes, LLC
Spider Design 2 	Reg. 3,849,925	02/12/10	9/21/10	Softspikes, LLC
BLACK WIDOW	Reg. 4,029,769	7/22/10	09/20/11	Softspikes, LLC
BLACK WIDOW	Reg. 4,027,070	10/20/10	09/13/11	Softspikes, LLC

Mark	Reg. / App. No.	Filing Date	Reg. Date	Current Owner of Record
POWER LOCK	App. 86/051,442	8/29/13	N/A	Softspikes, LLC
TORNADO	App. 86/290,489	5/23/14	N/A	Softspikes, LLC
TOUGH LOCK	App. 86/426,513	10/17/14	N/A	Softspikes, LLC
TOUR LOCK	App. 86/426,533	10/17/14	N/A	Softspikes, LLC
QUICK TWIST	App. 86/426,539	10/17/14	N/A	Softspikes, LLC
POWER TWIST	App. 86/426,554	10/17/14	N/A	Softspikes, LLC
MICRO LOCK	App. 86/426,575	10/17/14	N/A	Softspikes, LLC
ULTRA LOCK	App. 86/432,511	10/23/14	N/A	Softspikes, LLC
SPEED TRAC	App. 86699286	7/21/15	N/A	Softspikes, LLC
SPEED TRAC				
DYNA-SPEED	App. 86699298	7/21/15	N/A	Softspikes, LLC
DYNA-SPEED				
BLACK WIDOW	Reg. 3695503	3/25/09	10/13/09	Softspikes, LLC
BLACK WIDOW				
Design Only	Reg. 3849924	2/12/10	9/21/10	Softspikes, LLC
				
SOFTSPIKES	Reg. 3090570	11/14/11	5/9/06	Softspikes, LLC
SOFT SPIKES	Reg. 1773925	6/22/92	5/25/93	Softspikes, LLC