

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM385085

<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>
THE MOUNTAIN CORPORATION		05/09/2016	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gladstone Investment Corporation		
<b>Street Address:</b>	1521 Westbranch Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2208744	THE MOUNTAIN	
<b>Registration Number:</b>	2375180	THE MOUNTAIN	
<b>Registration Number:</b>	2963164	MOUNTAIN GIRL	
<b>Registration Number:</b>	3769140	WINE IS LIFE	
<b>Registration Number:</b>	3871977	MOUNTAIN LIFE	
<b>Registration Number:</b>	4161566	THREE WOLF MOON	
<b>Registration Number:</b>	3844578	MOUNTAIN ORGANIC	
<b>Registration Number:</b>	4918335	MANIMALS	
<b>Registration Number:</b>	4660115	BIG FACE	
<b>Registration Number:</b>	4642009	3D TEES	
<b>Registration Number:</b>	4625751	3D TEES BY THE MOUNTAIN	
<b>Registration Number:</b>	4650219		
<b>Registration Number:</b>	4922556	AMP YOUR AURA	
<b>Serial Number:</b>	86732637	AMP YOUR AURA	
<b>Serial Number:</b>	86360363	THE MOUNTAIN	
<b>Serial Number:</b>	86360369	THE MOUNTAIN	
<b>Serial Number:</b>	86609360	MEOWNTAIN	
<b>Serial Number:</b>	86665507	THE MOUNTAIN - THE ORIGINAL ARTWEAR COMP	
<b>TRADEMARK</b>			

OP \$490.00 2208744

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	86665517	THE MOUNTAIN ARTWEAR

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2024202201
<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>Phone:</b>	202-420-2200
<b>Email:</b>	MWood@BlankRome.com
<b>Correspondent Name:</b>	Blank Rome, LLP
<b>Address Line 1:</b>	1825 Eye Street NW
<b>Address Line 4:</b>	Washington, D.C. 20006

<b>NAME OF SUBMITTER:</b>	Megan R. Wood
<b>SIGNATURE:</b>	/MRW/
<b>DATE SIGNED:</b>	05/20/2016

<b>Total Attachments: 8</b> source=TMProjectMoon#page1.tif source=TMProjectMoon#page2.tif source=TMProjectMoon#page3.tif source=TMProjectMoon#page4.tif source=TMProjectMoon#page5.tif source=TMProjectMoon#page6.tif source=TMProjectMoon#page7.tif source=TMProjectMoon#page8.tif
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## GRANT OF TRADEMARK SECURITY INTEREST

May 9, 2016

**WHEREAS, THE MOUNTAIN CORPORATION.**, a New Hampshire corporation (“**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**, Grantor, together with Mountain Retail, LLC, a New Hampshire limited liability company (“**Retail Seller**”), The Mountain & Tree-Free Child Care Center, Inc., a New Hampshire corporation (“**Child Care Seller**”), Mountain Licensing, LLC, a New Hampshire limited liability company (“**Licensing Seller**”), and The Mountain Realty LLC, a Delaware limited liability company (“**Realty Seller**,” and, collectively with Mountain Seller, Retail Seller, Child Care Seller and Licensing Seller, the “**Sellers**”) have entered into the Note Purchase Agreement dated 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 (collectively, together with its successors and assigns, the “**Secured Party**”), pursuant to which Secured Party has agreed to make an investment in the Grantor and the 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 May 9, 2016 (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the Secured Party and the other grantors named therein, Grantor has created in favor of the Secured Party a security interest in, and the Secured Party 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 the Secured Party pursuant to the Security Agreement, Grantor hereby grants to 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 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.

**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.

**THE MOUNTAIN CORPORATION**

By: 

Name: Raymond E. Pinard

Title: Chief Executive Officer



*[Signature page to Grant of Trademark Security Interest]*

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

**TRADEMARKS**

Registrations and Applications for Registration:

<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
THE MOUNTAIN	CA	TMA508,266 859058	02/22/99 10/20/97	The Mountain Corporation (NY)
THE MOUNTAIN	U.S.	2,208,744 75/363,020	12/08/98 09/25/97	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	UAE	213195	12/31/14 06/18/14	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	China	1129133	08/15/12	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	EPO	2123214 2123214	01/31/02 03/08/01	The Mountain Corporation (NH)
THE MOUNTAIN	Madrid designating China	1129133 A0031312	08/15/12 08/15/12	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	Paraguay	28570	06/28/13	The Mountain Corporation (NH)
THE MOUNTAIN	Turkey	2013/68869	10/01/15 08/28/13	The Mountain Corporation (NH)

<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
THE MOUNTAIN (and design)	Australia	872683 872683	01/08/02 04/17/01	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	Canada	TMA557,882 1048755	02/13/02 02/29/00	The Mountain Corporation (NH)
 THE MOUNTAIN (and design)	U.S.	2,375,180 75/791,348	08/08/00 09/02/99	The Mountain Corporation (NH)
MOUNTAIN GIRL (and design)	Canada	TMA695,503 1212762	09/04/07 04/05/04	The Mountain Corporation (NH)
 MOUNTAIN GIRL (stylized and design)	U.S.	2,963,164 78/317,829	06/21/05 10/23/03	The Mountain Corporation (NH)
WINE IS LIFE	U.S.	3,769,140 77/717,875	03/30/10 04/20/09	The Mountain Corporation (NH)
<b>MOUNTAIN LIFE</b> MOUNTAIN LIFE (stylized and design)	U.S.	3,871,977 77/733,470	11/09/10 05/11/09	The Mountain Corporation (NH)

<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
THREE WOLF MOON	U.S.	4,161,566 77/744,446	06/19/12 05/26/09	The Mountain Corporation (NH)
 MOUNTAIN ORGANIC (and design)	U.S.	3,844,578 77/923,931	09/07/10 01/29/10	The Mountain Corporation (NH)
MANIMALS	U.S.	4,918,335 85/115,633	03/15/2016 08/25/10	The Mountain Corporation (NH)
BIG FACE	U.S.	4,660,115 85/767,911	12/23/14 10/31/12	The Mountain Corporation (NH)
 3D TEES (stylized and design)	U.S.	4,642,009 85/950,682	11/18/14 06/04/13	The Mountain Corporation (NH)
 3D TEES BY THE MOUNTAIN (stylized and design)	U.S.	4,625,751 85/950,688	10/21/14 06/04/13	The Mountain Corporation (NH)
 (design only)	U.S.	4,650,219 86/074,145	12/02/14 09/25/13	The Mountain Corporation (NH)



<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
 THE MOUNTAIN (and design)	U.S.	86/360,363	08/07/14	The Mountain Corporation (NH)
 THE MOUNTAIN (and design)	U.S.	86/360,369	08/07/14	The Mountain Corporation (NH)
MEOWNTAIN	U.S.	86/609,360	04/24/15	The Mountain Corporation (NH)
THE MOUNTAIN - THE ORIGINAL ARTWEAR COMPANY	U.S.	86/665,507	06/17/15	The Mountain Corporation (NH)
THE MOUNTAIN ARTWEAR	U.S.	86/665,517	06/17/15	The Mountain Corporation (NH)
AMP YOUR AURA	U.S.	4,922,556 86/718,065	03/22/2016 08/07/15	The Mountain Corporation (NH)
 AMP YOUR AURA (stylized)	U.S.	86/732,637	08/21/15	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	UAE	248300	02/08/16	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	China			The Mountain Corporation (NH)

<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
THE MOUNTAIN (and design)	India	1257232	06/08/15	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	Japan	1257232	06/08/15	The Mountain Corporation (NH)
THE MOUNTAIN (and design)	Madrid Protocol designating India and Japan	1257232 A0050885	06/08/15 06/08/15	The Mountain Corporation (NH)