

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FSP USA, LLC		09/01/2016	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GLADSTONE CAPITAL CORPORATION		
Street Address:	1521 WESTBRANCH DRIVE		
Internal Address:	SUITE 100		
City:	MCLEAN		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86828856	FSP USA	
CORRESPONDENCE DATA			
Fax Number:	2027994000		
<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:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory C. Esau		
SIGNATURE:	/Gregory C. Esau/		
DATE SIGNED:	09/02/2016		
Total Attachments: 3			
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OP \$40.00 86828856

GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, FSP USA, LLC (the “*Grantor*”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of September 1, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of GLADSTONE CAPITAL CORPORATION, a Maryland corporation, as the Lender (in such capacity, together with its successors and assigns, if any, the “*Grantee*”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 1, 2016.

FSP USA, LLC

By: Canopy Safety Brands, LLC
Its: Sole Member and Manager

By: 
Name: Brian Colton
Title: Manager

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Registered Trademarks

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Registration No.	Property Covered	Date Registered	Docket No.	Country of Registration
None.						

Trademark Applications

Nature of Interest (e.g., owner, licensee)	Trademark Application related to following Trademark	Serial No.	Property Covered	Country of Application
Owner	FSP USA in stylized format	86828856	Trademark of logo	USA