

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409804

<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>
MACNEILL ENGINEERING COMPANY, INC.		12/13/2016	Corporation: MASSACHUSETTS
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4125733	COMFORTCLEAT	
<b>Registration Number:</b>	3278462	THE WORLD LEADER IN SPORT CLEAT TECHNOLO	
<b>Registration Number:</b>	2360978	TRED-LITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	12/21/2016		
<b>Total Attachments: 5</b>			
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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 13, 2016, by **MACNEILL ENGINEERING COMPANY, INC.**, a Massachusetts corporation ("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 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, 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)*

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

**MACNEILL ENGINEERING  
COMPANY, INC.**, a Massachusetts  
corporation

By: \_\_\_\_\_

  
Brian Sudbrink  
Treasurer and Secretary

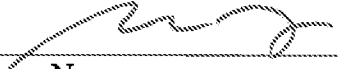
*(Signature Page to Trademark Security Agreement)*

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:   
Name: \_\_\_\_\_  
Authorized Signatory

**Schedule 1**

**Trademarks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Current Owner of Record</b>
COMFORTCLEAT	Reg. 4125733	06/23/08	04/10/12	MACNEILL ENGINEERING COMPANY, INC.
THE WORLD LEADER IN SPORT CLEAT TECHNOLOGY	Reg. 3278462	09/26/06	08/14/07	MACNEILL ENGINEERING COMPANY, INC.
TRED-LITE	Reg. 2360978	01/22/96	06/27/00	MACNEILL ENGINEERING COMPANY, INC.