

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH STREET CAPITAL LLC		06/30/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street		
Internal Address:	21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3538323	FIFTH STREET	
Registration Number:	4873003	FIFTH STREET	
Registration Number:	3996762	F FIFTH STREET	
Registration Number:	3740508	FIFTH STREET FINANCE	
Registration Number:	3981298	WHERE PARTNERSHIP MEETS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212 310 8435		
Email:	juan.arias@weil.com		
Correspondent Name:	Catherine Kim		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Catherine Kim-64058.197		
NAME OF SUBMITTER:	Catherine Kim		
SIGNATURE:	/Catherine Kim/		
DATE SIGNED:	06/30/2017		

CH \$140.00 3538323

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”), dated as of June 30, 2017, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 30, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Fifth Street Holdings L.P., a Delaware limited partnership (the “Borrower”), the other Persons party thereto that as Guarantors, the Lenders from time to time party thereto, Sumitomo Mitsui Banking Corporation as administrative agent for the Lenders and the Collateral Agent, the Lenders made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and certain of its Affiliates are party to that certain Security Agreement, dated as of June 30, 2017 (the “Security Agreement”), by and among the Grantors (as defined therein) party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and

the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

Section 6. **GOVERNING LAW.** (A) THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK; AND (B) THE VALIDITY OF THIS AGREEMENT, AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIFTH STREET CAPITAL LLC,
as Grantor

By: 

Name: Leonard M. Tannenbaum

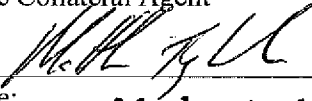
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006096 FRAME: 0507

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as the Collateral Agent


By:  _____

Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
FIFTH STREET	Fifth Street Capital LLC	77339658	11/29/2007	3538323	11/25/2008
FIFTH STREET	Fifth Street Capital LLC	86463285	11/24/2014	4873003	12/22/2015
FIFTH STREET (and new F design)  FIFTH STREET	Fifth Street Capital LLC	85173247	11/10/2010	3996762	7/19/2011
FIFTH STREET FINANCE	Fifth Street Capital LLC	77345503	12/6/2007	3740508	1/19/2010
WHERE PARTNERSHIP MEETS	Fifth Street Capital LLC	85173241	11/10/2010	3981298	6/21/2011

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.