

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436152

<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>
MONROE CAPITAL HOLDINGS LLC		07/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK, N.A., as Collateral Agent		
<b>Street Address:</b>	28 STATE STREET		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4904073	NEWPORT ACADEMY	
<b>Registration Number:</b>	4904075	NEWPORT ACADEMY	
<b>Registration Number:</b>	3747761	NEWPORT ACADEMY	
<b>Registration Number:</b>	3747760	EMPOWERING TEENS. RESTORING FAMILIES.	
<b>Registration Number:</b>	5015609	EMPOWERING TEENS. RESTORING FAMILIES.	
<b>Serial Number:</b>	86586040	SHIFT HAPPENS.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	704 503 2600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	100 N Tryon Street		
<b>Address Line 2:</b>	Suite 3900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	18588.015300		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		
<b>SIGNATURE:</b>	/Vicky R. Bantug/		

OP \$165.00 4904073

<b>DATE SIGNED:</b>	07/21/2017
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**Total Attachments: 9**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 21, 2017, is made by MONROE CAPITAL HOLDINGS LLC, a Delaware limited liability company (the “Grantor”), having an address of 1111 Bayside Drive, Corona del Mar, California 92625, in favor of CITIZENS BANK, N.A. as collateral agent (the “Collateral Agent”), having an address of Citizens Bank, N.A., 28 State Street, Boston, MA 02109, Attention: Aman Patel, for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, amended and restated, supplemented, or otherwise modified from time to time, being the “Credit Agreement”), among the Grantor, the several banks and other financial institutions or entities from time to time party thereto (the “Lenders”), and CITIZENS BANK, N.A., as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”), as Collateral Agent, as swing line lender and as left lead arranger. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated the date hereof made to the Collateral Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other similar offices in any State of the United States or any political subdivision thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Pursuant to the Guarantee and Collateral Agreement, the Grantor has granted the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following Intellectual Property now owned or hereinafter acquired by Grantor (excluding, for the avoidance of doubt, any third party Intellectual Property licensed to Grantor) (the “**IP Collateral**”):

- all patents and patent applications of the United States, including, without limitation, any of the foregoing set forth in Exhibit A hereto (the

“**Patents**”) and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing and all rights to obtain any reissues or extensions of the foregoing;

- all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for “intent to use” applications for trademark or service mark registrations), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto, including, without limitation, any of the foregoing set forth in Exhibit B hereto and the right to obtain all renewals thereof (the “**Trademarks**”);
- all copyrights and works of authorship under the laws of the United States, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Exhibit C hereto (the “**Copyrights**”), all registrations and recordings thereof, and all applications in connection therewith and the right to obtain all renewals thereof; and
- any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement. Delivery of an executed counterparty to this IP Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

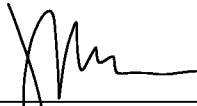
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement and the security interest created thereby secures the payment and performance of the obligations set forth in the Guarantee and Collateral Agreement. This IP Security Agreement is intended to provide public notice of the security interest created by the Guarantee and Collateral Agreement with respect to the IP Collateral. In the event of any conflict between the terms of this IP Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MONROE CAPITAL HOLDINGS LLC,**  
a Delaware limited liability company

By:   
Name: Jamison Monroe, Jr.  
Title: President and Secretary

CITIZENS BANK, N.A.,  
as Collateral Agent

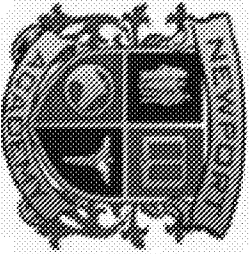
By: Aman Patel  
Name: Aman Patel  
Title: Vice President

**EXHIBIT A**  
**Patents and Patent Applications**

None.



**EXHIBIT B**  
**Trademark Registrations and Applications**

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner/Company	Status/Status Date
	86586008	4,904,073	April 2, 2015	February 23, 2016	MONROE CAPITAL HOLDINGS LLC, DBA NEWPORT ACADEMY	Registered February 23, 2016
<b>NEWPORT ACADEMY</b>	86586024	4,904,075	April 2, 2015	February 23, 2016	MONROE CAPITAL HOLDINGS LLC, DBA NEWPORT ACADEMY	Registered February 23, 2016
NEWPORT ACADEMY	77978526	3,747,761	August 4, 2008	February 9, 2010	MONROE CAPITAL HOLDINGS LLC, DBA NEWPORT ACADEMY	Registered February 9, 2010
<b>EMPOWERING TEENS. RESTORING FAMILIES.</b>	77978525	3,747,760	August 29, 2008	February 9, 2010	MONROE CAPITAL HOLDINGS LLC	Registered February 9, 2010

Mark	App. No.	Reg. No.	App. Date	Reg. Date	Owner/Company	Status/Status Date
EMPOWERING TEENS, RESTORING FAMILIES.	86586051	5,015,609	April 2, 2015	August 9, 2016	MONROE CAPITAL HOLDINGS LLC, DBA NEWPORT ACADEMY	Registered August 9, 2016
SHIFT HAPPENS.	86586040	N/A	April 2, 2015	N/A	MONROE CAPITAL HOLDINGS LLC, DBA NEWPORT ACADEMY	Allowed

**EXHIBIT C**  
**Copyright Registrations and Applications**

None.