

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM439609

<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>
KID'S COUNTRY, INC.		08/15/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLADSTONE CAPITAL CORPORATION		
<b>Street Address:</b>	1521 Westbranch Drive, Suite 100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22101		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2806850	KID'S COUNTRY	
<b>Registration Number:</b>	2867028	KID'S COUNTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	kwalsh@mwe.com, Mroستovtsev@mwe.com		
<b>Correspondent Name:</b>	MCDERMOTT WILL & EMERY LLP		
<b>Address Line 1:</b>	444 W. Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>NAME OF SUBMITTER:</b>	Michael Rostovtsev		
<b>SIGNATURE:</b>	/Michael Rostovtsev/		
<b>DATE SIGNED:</b>	08/17/2017		
<b>Total Attachments: 5</b>			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (including all schedules hereto, as the same may be amended, modified or restated from time to time, this "Agreement"), is entered into as of August 15, 2017, by KID'S COUNTRY, INC., a Washington corporation ("**Grantor**"), and GLADSTONE CAPITAL CORPORATION, a Maryland corporation, as agent (in such capacity, "**Agent**") for the lenders (the "**Lenders**") from time to time party to the Credit Agreement (defined below).

### **RECITALS**

A. Pursuant to the Credit Agreement of even date herewith by and among the Grantor, certain other parties signatory thereto, Agent and the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make Loans to the "Borrowers" thereunder.

B. Pursuant to the Security Agreement of even date herewith by and among the Grantor, certain other parties signatory thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Agent for the benefit of Lenders a continuing security interest in, and lien upon, all of its trademarks, whether now owned or existing or hereafter acquired or arising.

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein (including in the Recitals above) have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent for the benefit of Lenders a continuing first priority security interest in, and lien upon, all of its presently existing or hereafter acquired right, title and interest in and to: all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith), including without limitation, the trademarks set forth on Schedule A hereto; all applications for trademarks and all applications otherwise relating in any way to the subject matter of such trademarks; all reissues, continuations, continuations in part and divisions of the foregoing, including any claims by the Borrowers or any of the Guarantors against third parties for infringement thereof; all rights to sue for past, present and future infringements or violations of any such trademarks; and all proceeds and products thereof (collectively, the "Trademark Collateral").

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interests 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.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original and all of which taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile, email in pdf format or similar electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS. The terms of Section 11.11 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

*[signature page follows]*

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

**"Grantor"**

KID'S COUNTRY, INC.

By: 

Name: Ronald Packard

Title: Vice President

*[Gladstone-KC-Trademark Security Agreement]*

AGREED TO AND ACCEPTED BY:

"Agent"

GLADSTONE CAPITAL CORPORATION


By: 

Name: Bob Marcotte

Title: President

## **SCHEDULE A**

**(Trademarks)**

<b>Country</b>	<b>Citation</b>	<b>Reg No &amp; Date</b>	<b>Owner</b>	<b>Status</b>
US	KID'S  COUNTRY	Reg 2,806,850 Reg 20-JAN-2004	Kid's Country, Inc.	Registered
US	KIDS COUNTRY	Reg 2,867,028 Reg 27-JUL-2004	Kid's Country, Inc.	Registered