

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIONEER SQUARE BRANDS, INC.		08/25/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Investment Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2017080	BRENTHAVEN	
Registration Number:	2087641	BRENTHAVEN	
Registration Number:	3257730	V	
Registration Number:	3509799	ZERO IMPACT	
Registration Number:	4076144	CARRYING TECHNOLOGY FORWARD	
Registration Number:	4401345	BX2	
Registration Number:	4401346	BROADMORE	
Registration Number:	2519401	SOFTDRIVE	
Serial Number:	87538232	BRENTHAVEN	
Serial Number:	74566546	BRENTLEY	
Serial Number:	77327984	CUSTOMIZE YOUR CASE	
Serial Number:	77514948	X-RAY FRIENDLY	
Serial Number:	77648408	BRENTHAVEN SWITCH MB	
Serial Number:	78574043	CORE PROTECTION SYSTEM	
Serial Number:	78574152	CORE	
Serial Number:	85659452	COLLINS	
Serial Number:	85940602	SPEED ZIP	

OP \$440.00 2017080

CORRESPONDENCE DATA**Fax Number:** 2024202201*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.***Phone:** 202-420-2200**Email:** JWEngland@BlankRome.com**Correspondent Name:** Blank Rome LLP**Address Line 1:** 1825 Eye Street, NW**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 200729-00049**NAME OF SUBMITTER:** Jonathan W. England**SIGNATURE:** /JWE/**DATE SIGNED:** 10/06/2017**Total Attachments: 6**

source=TMPioneerGrantTMSecInt#page1.tif

source=TMPioneerGrantTMSecInt#page2.tif

source=TMPioneerGrantTMSecInt#page3.tif

source=TMPioneerGrantTMSecInt#page4.tif

source=TMPioneerGrantTMSecInt#page5.tif

source=TMPioneerGrantTMSecInt#page6.tif

GRANT OF TRADEMARK SECURITY INTEREST

August 25, 2017

WHEREAS, PIONEER SQUARE BRANDS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, PIONEER SQUARE BRANDS, INC., a Delaware corporation and GUM DROP CASES, LLC, a California limited liability company (collectively, the “**Company**”), has entered into the Note Purchase Agreement dated as of August 25, 2017 (said Note Purchase Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with Gladstone Investment Corporation, a Delaware corporation (collectively, together with its successors and assigns, “**GAIN**”, and in its capacity as agent for the “**Secured Parties**” (as defined in the Note Purchase Agreement), “**Agent**”), pursuant to which GAIN has agreed to make an investment in the Company, subject to the terms and conditions set forth in the Note Purchase Agreement; and

WHEREAS, Grantor has executed and delivered (individually or jointly and severally with certain other persons) that certain Acknowledgement and Joinder dated as of August 25, 2017 (the “**Joinder**”), and certain other instruments and agreements, pursuant to which Grantor has joined in and become a party to the Note Purchase Agreement and the other Investment Documents; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of August 25, 2017 (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Fairhaven Group, Inc., Agent and the other grantors named therein, Grantor has created in favor of Agent for the benefit of the Secured Parties a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security Agreement, Grantor hereby grants to Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following (unless constituting Excluded Collateral), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

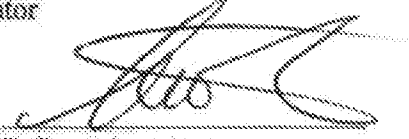
(i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” shall have the meaning assigned to the term “Proceeds” in the UCC.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PIONEER SQUARE BRANDS, INC.,
as Grantor


By: 
Name: F. Scott Armstrong
Title: President

[Signature Page -- Grant of Trademark Security Interest]

SCHEDULE A

UNITED STATES TRADEMARKS:

Registrations:

Owner	Title	Registration Number
Pioneer Square Brands, Inc.	BRENTHAVEN	2017080
Pioneer Square Brands, Inc.	BRENTHAVEN	2087641
Pioneer Square Brands, Inc.		3257730
Pioneer Square Brands, Inc.	ZERO IMPACT	3509799
Pioneer Square Brands, Inc.	CARRYING TECHNOLOGY FORWARD	4076144
Pioneer Square Brands, Inc.	BX2	4401345
Pioneer Square Brands, Inc.	BROADMORE	4401346
Pioneer Square Brands, Inc.	SOFTDRIVE	2519401

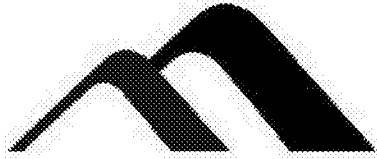
Applications:

Owner	Title	Application Number
Pioneer Square Brands, Inc.	BRENTHAVEN	87/538232
Pioneer Square Brands, Inc.	BRENTLY	74/566546
Pioneer Square Brands, Inc.	CUSTOMIZE YOUR CASE	77/327984
Pioneer Square Brands, Inc.	X-RAY FRIENDLY	77/514948
Pioneer Square Brands, Inc.	BRENTHAVEN SWITCH MB	77/648408
Pioneer Square Brands, Inc.	CORE PROTECTION SYSTEM	78/574043
Pioneer Square Brands, Inc.	CORE	78/574152

Pioneer Square Brands, Inc.	COLLINS	85/659452
Pioneer Square Brands, Inc.	SPEED ZIP	85/940602

OTHER TRADEMARKS

Registrations:

Owner	State / Country	Title	Registration Number
Pioneer Square Brands, Inc.			TMK 07-00965
Pioneer Square Brands, Inc.	EM	CARRYING TECHNOLOGY FORWARD	85180336
Pioneer Square Brands, Inc.	WP	CARRYING TECHNOLOGY FORWARD	1079185
Pioneer Square Brands, Inc.	JP	BRENTHAVEN	4038370
Pioneer Square Brands, Inc.	EM	BRENTHAVEN	1949783
Pioneer Square Brands, Inc.	GB	ZERO IMPACT	2483105
Pioneer Square Brands, Inc.	JP	BRENTLY	4027702
Pioneer Square Brands, Inc.	EM	SOFTDRIVE	001862887
Pioneer Square Brands, Inc.	Germany	ZERO IMPACT	302008026743

Applications:

Owner	State / Country	Title	Application Number
Pioneer Square Brands, Inc.	JP	SOFTDRIVE	2000-087748