

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highpoint Global, LLC		10/19/2017	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	MVC Capital, Inc.		
Street Address:	201 E. Fifth Street, Suit 2310		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4639537	HIGHPOINT GLOBAL	
Registration Number:	4711544	HIGHPOINT	
Registration Number:	4844503	ELEVATE THE CITIZEN EXPERIENCE	
Registration Number:	4844504	ELEVATE THE CITIZEN EXPERIENCE	
Registration Number:	4854376	CITIZEN EXPERIENCE	
Registration Number:	5048558	CXELLENC	
CORRESPONDENCE DATA			
Fax Number:	5132414771		
<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:	(513) 352-6678		
Email:	dawn.schneider@thompsonhine.com		
Correspondent Name:	Carrie A. Shufflebarger, Thompson Hine		
Address Line 1:	312 Walnut Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Carrie A. Shufflebarger		
SIGNATURE:	/Carrie A. Shufflebarger/		
DATE SIGNED:	10/20/2017		

OP \$165.00 4639537

Total Attachments: 5

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SERVICEMARK SECURITY AGREEMENT

THIS SERVICEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 19, 2017, by **HIGHPOINT GLOBAL, LLC**, an Indiana limited liability company (the "Grantor"), in favor of **MVC CAPITAL, INC.**, a Delaware corporation with a mailing address of 201 E. Fifth Street, Suite 2310, Cincinnati, Ohio 45202 and its successors and assigns (the "Lender").

RECITALS

A. The Grantor and Lender have entered into a Subordinated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Credit Agreement") pursuant to which Lender has agreed to make a loan to the Grantor.

B. The Grantor has entered into a Subordinated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Security Agreement") for the benefit of Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Subordinated Security Agreement, the Grantor is required to execute and deliver this Agreement for the benefit of the Lender and for the recordation of the security interest in the servicemark registrations identified in **Schedule 1** at the U.S. Patent and Trademark Office.

D. Pursuant to the terms of the Subordinated Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired servicemarks, servicemark applications and servicemark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Subordinated Credit Agreement and the Subordinated Security Agreement.

In consideration of the mutual agreements set forth herein and in the Subordinated Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each servicemark and servicemark application, including, without limitation, each servicemark and servicemark application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each servicemark license, including, without limitation, each servicemark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any servicemark, including, without limitation, any servicemark referred to in **Schedule 1** annexed hereto, any servicemark issued pursuant to a servicemark application referred to in **Schedule 1** and any servicemark licensed under any servicemark license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the "Servicemark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Subordinated Security Agreement and subject to limitations set forth therein. The Grantor hereby

acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Servicemark Collateral made and granted hereby are more fully set forth in the Subordinated Credit Agreement and Subordinated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Subordinated Security Agreement.

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4829-3410-2865

[SERVICEMARK SECURITY AGREEMENT]

The Grantor has caused this Servicemark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HIGHPOINT GLOBAL, LLC,
an Indiana limited liability company

By: *BDL*
Benjamin D. Lanius, as Member and Chief
Executive Officer

STATE OF Virginia)
) SS:
COUNTY OF Fairfax)

Before me, a Notary Public in and for said County and State, personally appeared Benjamin D. Lanius, as Member and Chief Executive Officer of HighPoint Global, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such company as such officer.

WITNESS, my hand and Notarial Seal this 18 day of October, 2017.

My Commission Expires:

10/31/20

Desire Castillo
Notary Public

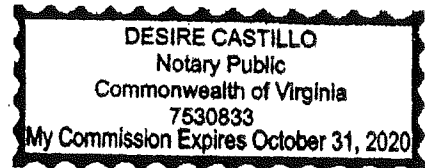
My County of Residence:

Arlington

Desire Castillo
Printed

Acknowledged and agreed to:

MVC CAPITAL, INC.



By: _____
Name: Michael Tokarz
Title: Chairman and Portfolio Manager

[SERVICEMARK SECURITY AGREEMENT]

The Grantor has caused this Servicemark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HIGHPOINT GLOBAL, LLC,
an Indiana limited liability company

By: _____
Benjamin D. Lanius, as Member and Chief
Executive Officer

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Benjamin D. Lanius, as Member and Chief Executive Officer of HighPoint Global, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such company as such officer.

WITNESS, my hand and Notarial Seal this ____ day of October, 2017.

My Commission Expires:

Notary Public

My County of Residence:

Printed

Acknowledged and agreed to:

MVC CAPITAL, INC.

By: _____
Name: Michael Tokarz
Title: Chairman and Portfolio Manager

SCHEDULE 1
to
SERVICEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Category of IP</u>	<u>Date of Registration</u>	<u>Date Application was Filed</u>	<u>Registration, Serial, or Case number</u>
HighPoint Global (name)	service mark	11/18/2014	9/10/2013	Reg. No. 4,639,537
HighPoint Global (logo)	service mark	3/31/2015	7/31/2014	Reg. No. 4,711,544
Elevate the Citizen Experience (phrase)	service mark	11/3/2015	2/17/2015	Reg. No. 4,844,503
Elevate the Citizen Experience (logo)	service mark	11/3/2015	2/17/2015	Reg. No., 4,844,504
Citizen Experience (phrase)	service mark	11/17/2015	2/17/2015	Reg. No., 4,854,376
CXellence	service mark	9/27/2016	1/28/2016	Reg. No., 5,048,558