

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hero Digital, LLC		10/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4793767		
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8742		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Julian L. Bibb IV		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	025987.76366		
NAME OF SUBMITTER:	Julian L. Bibb IV		
SIGNATURE:	/JULIAN L. BIBB IV/		
DATE SIGNED:	11/13/2017		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement") made as of this 17th day of October, 2017, by HERO DIGITAL, LLC, a Delaware limited liability company ("Grantor"), in favor of MIDCAP FINANCIAL TRUST, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

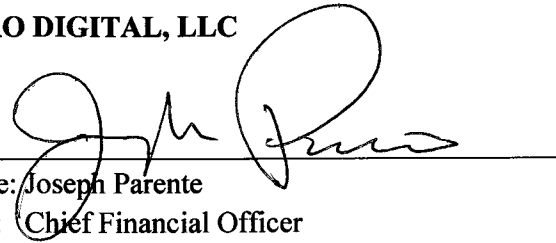
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HERO DIGITAL, LLC

By: _____

Name: Joseph Parente

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read 'Joseph Parente', is written over a horizontal line. The signature is stylized with large loops and a prominent 'P'.

[Signature Page to Notice of Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006203 FRAME: 0690

Agreed and accepted
as of the date first written above

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
<i>Design Only</i>	4793767	August 18, 2015



U.S. FEDERAL TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
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