

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hub Pen Company, LLC		11/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation		
Street Address:	1603 Orrington Ave., Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	86955642	SPARTANO	
Serial Number:	87000677	CARMELO	
Serial Number:	87018047	HUB WRITE LIGHT TECHNOLOGY	
Serial Number:	87021215	MANTARAY	
Serial Number:	87046919	CRESCENDO	
Serial Number:	87102001	VIENNA	
Serial Number:	87153678	GASSETTO	
Serial Number:	87191150	ELVADO	
Serial Number:	87191165	JAYKAY	
Serial Number:	87238759	NOCHELLA	
Serial Number:	87238763	NZURI	
Serial Number:	87238765	AKONI	
Serial Number:	87238771	BALA	
Serial Number:	87238774	CERTA	
Serial Number:	87238777	VARRAGO	
Serial Number:	87246699	TRYIT BRIGHT	
Serial Number:	87246710	DAMALI	
Serial Number:	87246712	ST. JAMES	
Serial Number:	87370131	HUB	
TRADEMARK			

CH \$665.00 86955642

Property Type	Number	Word Mark
Serial Number:	86834325	TERRANOVA
Serial Number:	86834345	TRYIT
Serial Number:	86834369	SPARROW
Serial Number:	86834494	NASHOBA
Serial Number:	86830992	SONATA TORCH
Serial Number:	86830995	SONATA GLASS
Serial Number:	86698212	MONACO

CORRESPONDENCE DATA

Fax Number: 7043784000

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: 7043778156

Email: jcarusone@robinsonbradshaw.com

Correspondent Name: Jennifer Carusone

Address Line 1: 101 N. Tryon St., Suite 1900

Address Line 2: Robinson, Bradshaw & Hinson, P.A.

Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	11/21/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 15th day of November, 2017, by Hub Pen Company, LLC, a Delaware limited liability company (“Grantor”), in favor of Fidus Investment Corporation, a Maryland corporation, 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 Senior Subordinated Credit Agreement dated as of March 23, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of December 22, 2016, as further amended by that certain Second Amendment to Credit Agreement, dated as of September 20, 2017, as further amended by that certain Third Amendment to Credit Agreement, dated as of even date herewith, and as may be further amended, amended and restated, restated, supplemented 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 dated as of March 23, 2016, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented 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 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 and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

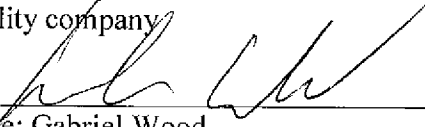
- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products 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 such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

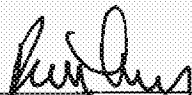
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HUB PEN COMPANY, LLC, a Delaware limited liability company

By: 
Name: Gabriel Wood
Title: Vice President and Secretary

Agreed and Accepted
As of the Date First Written Above

FIDUS INVESTMENT CORPORATION,
as Agent

By: 
Name: ROBERT WESLEY
Title: MANAGING MEMBER

[Signature Page to Trademark Security Agreement (Hub Pen Company, LLC)]

TRADEMARK
REEL: 006210 FRAME: 0363

SCHEDULE 1

TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
SPARTANO	USPTO	16	86955642 28-MAR-2016	5049840 27-SEPT-2016	Hub Pen Company, LLC	Registered
CARMELO	USPTO	16	87000677 14-APR-2016	5090429 29-NOV-2016	Hub Pen Company, LLC	Registered
HUB WRITE LIGHT TECHNOLOGY logo	USPTO	16	87018047 28-APR-2016	N/A	Hub Pen Company, LLC	Pending
MANTARAY	USPTO	16	87021215 2-MAY-2016	5091146 29-NOV-2016	Hub Pen Company, LLC	Registered
CRESCENDO	USPTO	16	87046919 23-MAY-2016	5091215 29-NOV-2016	Hub Pen Company, LLC	Registered
VIENNA	USPTO	16	87102001 13-JUL-2016	5091316 29-NOV-2016	Hub Pen Company, LLC	Registered
GASSETTO	USPTO	16	87153678 29-AUG-2016	5171448 28-MAR-2017	Hub Pen Company, LLC	Registered
ELVADO	USPTO	16	87191150 3-OCT-2016	5313289 17-OCT-2017	Hub Pen Company, LLC	Registered
JAYKAY	USPTO	16	87191165 3-OCT-2016	5313290 17-OCT-2017	Hub Pen Company, LLC	Registered
NOCHELLA	USPTO	16	87238759 16-NOV-2016	5318575 24-OCT-2017	Hub Pen Company, LLC	Registered
NZURI	USPTO	16	87238763 16-NOV-2016	5287911 12-SEPT-2017	Hub Pen Company, LLC	Registered
AKONI	USPTO	16	87238765 16-NOV-2016	5325545 31-OCT-2017	Hub Pen Company, LLC	Registered
BALA	USPTO	16	87238771 16-NOV-2016	N/A	Hub Pen Company, LLC	Pending

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
CERTA	USPTO	16	87238774 16-NOV-2016	N/A	Hub Pen Company, LLC	Pending
VARRAGO	USPTO	16	87238777 16-NOV-2016	5318576 24-OCT-2017	Hub Pen Company, LLC	Registered
TRYIT BRIGHT	USPTO	16	87246699 23-NOV-2016	N/A	Hub Pen Company, LLC	Pending
DAMALI	USPTO	16	87246710 23-NOV-2016	N/A	Hub Pen Company, LLC	Pending / Approved for Publication
ST. JAMES	USPTO	16	87246712 23-NOV-2016	N/A	Hub Pen Company, LLC	Pending / Approved for Publication
HUB	USPTO	16	87370131 14-MAR-2017	5301180 3-OCT-2017	Hub Pen Company, LLC	Registered
TERRANOVA	USPTO	INT. CL. 16-- WRITING INSTRUMENTS	86834325 30-NOV-2015	5092727	Hub Pen Company, LLC	Registered
TRYIT	USPTO	INT. CL. 16-- WRITING INSTRUMENTS	86834345 30-NOV-2015	5092728	Hub Pen Company, LLC	Registered
SPARROW	USPTO	INT. CL. 16-- WRITING INSTRUMENTS	86834369 30-NOV-2015	5092729	Hub Pen Company, LLC	Registered
NASHOBA	USPTO	INT. CL. 16-- WRITING INSTRUMENTS	86834494 30-NOV-2015	5092730	Hub Pen Company, LLC	Registered
SONATA TORCH	USPTO	INT. CL. 16-- WRITING	86830992 24-NOV-2015	5057756	Hub Pen Company, LLC	Registered

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
SONATA GLASS	USPTO	INT. CL. 16 -- WRITING INSTRUMENTS	866830995 24-NOV-2015	5117314	Hub Pen Company, LLC	Registered
MONACO	USPTO	INT. CL. 16 -- WRITING INSTRUMENTS	86698212 20-JUL-2015	N/A	Hub Pen Company, LLC	Allowed (2015-11-24) Statement of Use or 2nd Ext. due 2017-05-24