

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Macquarie US Trading LLC, as administrative agent		12/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	5400 LBJ Freeway, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2994202	CAPITAL PAWN	
CORRESPONDENCE DATA			
Fax Number:	6123408856		
<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:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	01/09/2018		
Total Attachments: 9			
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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTERESTS

December 21, 2017

WHEREAS, MACQUARIE US TRADING LLC, as administrative agent, as pledgee, assignee, and secured party (the "Secured Party") pursuant to that certain Guaranty and Security Agreement executed among CPGP HOLDINGS LLC, CAPITAL PAWN HOLDINGS, LLC, CAPITAL PAWN OF LOUISIANA LLC, CAPITAL PAWN OF MISSISSIPPI LLC, CAPITAL PAWN OF ALABAMA LLC, CAPITAL PAWN OF FLORIDA LLC, and CAPITAL PAWN II OF FLORIDA LLC (collectively, "Grantors") and the Secured Party as of July 8, 2014, and further to that certain Intellectual Property Security Agreement executed among Secured Party and certain Grantors as of July 8, 2014, and Capital Pawn Holdings, LLC is the owner of all right, title and interest in and to certain registered U.S. patents, trademarks, and copyrights identified in Schedule I of such Intellectual Property Security Agreement attached hereto (the "Intellectual Property Collateral").

WHEREAS, CAPITAL SOUTHWEST CORPORATION ("Assignee"), is desirous of acquiring all right, title, and interest of Secured Party in and to all security interests held by Secured Party in the Intellectual Property Collateral and to any registrations, renewals, and extensions that may be granted thereon, and in each case together with the goodwill of the business connected therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby sell, assign, and transfer to Assignee all right, title and interest of Secured Party in and to security interests in the Intellectual Property Collateral and to any registrations, renewals, and extensions that may be granted thereon, and in each case together with the goodwill of the business symbolized by the Intellectual Property Collateral.

This Assignment is binding upon Secured Party and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

[Remainder of page intentionally left blank]

Signed this as of the date first written above.

MACQUARIE US TRADING LLC

By: 

Name: **Joshua Karlin**
Title: **Authorized Signatory**

By: 

Name: **Anita Chiu**
Title: **Authorized Signatory**

EXHIBIT A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Macquarie US Trading LLC (“Macquarie”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 8, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders from time to time party thereto and Macquarie, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Guaranty and Security Agreement), hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Agreements providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

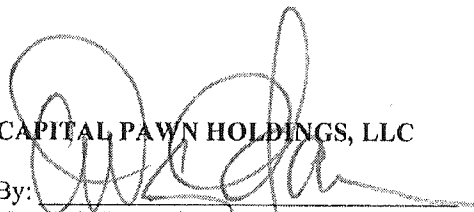
Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

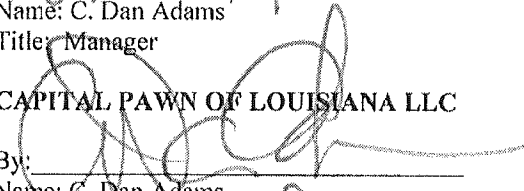
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

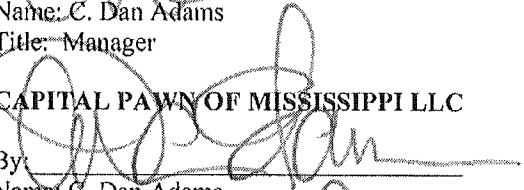
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

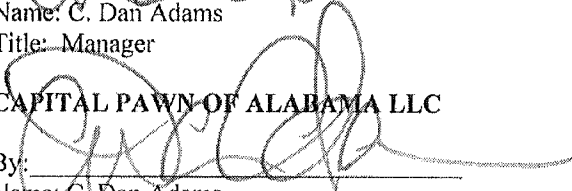
[SIGNATURE PAGES FOLLOW]

Accepted and agreed to as of
the date first above written:


CAPITAL PAWN HOLDINGS, LLC
By: _____
Name: C. Dan Adams
Title: Manager


CAPITAL PAWN OF LOUISIANA LLC
By: _____
Name: C. Dan Adams
Title: Manager


CAPITAL PAWN OF MISSISSIPPI LLC
By: _____
Name: C. Dan Adams
Title: Manager


CAPITAL PAWN OF ALABAMA LLC
By: _____
Name: C. Dan Adams
Title: Manager

CAPITAL PAWN OF FLORIDA LLC
By: _____
Name: Paul Bryant
Title: Manager

CAPITAL PAWN II OF FLORIDA LLC
By: _____
Name: Paul Bryant
Title: Manager

Accepted and agreed to as of
the date first above written:

CAPITAL PAWN HOLDINGS, LLC

By: _____
Name: C. Dan Adams
Title: Manager

CAPITAL PAWN OF LOUISIANA LLC

By: _____
Name: C. Dan Adams
Title: Manager

CAPITAL PAWN OF MISSISSIPPI LLC

By: _____
Name: C. Dan Adams
Title: Manager

CAPITAL PAWN OF ALABAMA LLC

By: _____
Name: C. Dan Adams
Title: Manager

CAPITAL PAWN OF FLORIDA LLC

By: _____
Name: Paul Bryant
Title: Manager

CAPITAL PAWN-H OF FLORIDA LLC

By: _____
Name: Paul Bryant
Title: Manager

[Signature Page to Structuring Fee Letter - Capital Pawn]

If you are in agreement with the terms of this Structuring Fee Letter, kindly execute where indicated below and return to the undersigned.

Sincerely,

MACQUARIE US TRADING LLC

By 

Name: Robert M. Perdock
Title: Authorized Signatory
Managing Director

By 

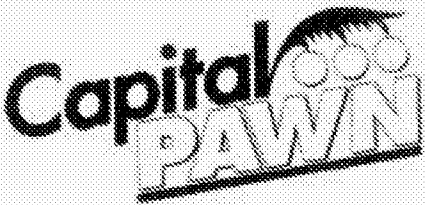
Name: Anita Chiu
Title: Authorized Signatory
Associate Director

[Signature Page to Structuring Fee Letter – Capital Pawn]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
 The logo for Capital Pawn features the word "Capital" in a bold, sans-serif font above the word "PAWN" in a larger, bold, sans-serif font. The "PAWN" text is set within a rectangular frame that has a decorative, slightly irregular top edge. The entire logo is rendered in a black and white, halftone or dithered style.	2994202	September 13, 2005	Capital Pawn Holdings, LLC

2. TRADEMARK APPLICATIONS

None.