

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN PEAR FUNDING, LLC		01/25/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	WHITEHORSE FINANCE, INC.		
Street Address:	1450 Brickell Avenue, 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5351226	PYRUS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	053437-0010		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	01/29/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of January 25, 2018, by and among GOLDEN PEAR FUNDING, LLC, a New York limited liability company ("Grantor"), in favor of WHITEHORSE FINANCE, INC., in its capacity as Collateral Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, Golden Pear Funding III, LLC, a Delaware limited liability company (the "Borrower") is party to that certain Loan Agreement, dated as of June 25, 2015 (as amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Loan Agreement"), by and among Borrower, each Entity Guarantor (as defined in the Loan Agreement) party thereto (including Grantor), Agent, WhiteHorse Finance, Inc., as Administrative Agent, and the lenders (the "Lenders") party thereto

WHEREAS, Lenders are willing to continue to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing 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 (collectively, the "Trademark Collateral"):

(a) all of its (i) U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), and all rights corresponding thereto throughout the world, (ii) all extensions and renewals of the foregoing and (iii) the right to sue for past, present, and future infringements, dilution or other violation of any of the foregoing or for any injury to goodwill ("Trademarks");

(b) all of its Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(e) all products and proceeds of the foregoing, including, without limitation, any licenses, royalties, income, payments, damages and proceeds of suit and any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, each of (i) the obligations of Grantor under this Trademark Security Agreement, (ii) the security interest granted to Agent by Grantor pursuant to this Trademark Security Agreement (including priority thereof), (iii) the release of Trademark Collateral from any security interest granted and created hereby and (iv) the exercise of any right or remedy by Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLDEN PEAR FUNDING, LLC,
a New York limited liability company

By: Jeffery Chin
Name: Jeffery Chin
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

WHITEHORSE FINANCE, INC.

By: _____
Name:
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK AND SECURITY AGREEMENT]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLDEN PEAR FUNDING, LLC,
a New York limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WHITEHORSE FINANCE, INC.

By:  _____
Name:
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK AND SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

Trademark	Country	Serial Number	Reg. No.	Reg. Date
PYRUS	United States of America	86932385	5351226	December 5, 2017

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement