

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APEX INDUSTRIAL TECHNOLOGIES LLC		03/09/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	MVC CAPITAL, INC.		
Street Address:	287 BOWMAN AVENUE		
Internal Address:	2ND FLOOR		
City:	PURCHASE		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4157437	APEX TRAJECTORY	
Registration Number:	4157433	APEX SUPPLY CHAIN TECHNOLOGIES	
Registration Number:	4782185	MAKING SPACES SMART	
Registration Number:	4782184	SMARTER SPACES	
Registration Number:	4248790	APEX NINJA SERIES	
Registration Number:	4157436	APEX CONNECT N' GO TECHNOLOGY	
Registration Number:	4157435	APEX SUPPLYCHAINTECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	73074-7		

CH \$190.00 4157437

NAME OF SUBMITTER:	Bernice Hogue
SIGNATURE:	/bernice hogue/
DATE SIGNED:	03/15/2018
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 9, 2018 (the "Effective Date"), is entered into by and between **APEX INDUSTRIAL TECHNOLOGIES LLC**, an Ohio limited liability company ("Debtor"), whose principal place of business and mailing address is 4393 Digital Way, Mason, Ohio 45040, and **MVC CAPITAL, INC.**, a Delaware corporation, as collateral agent (in such capacity, and, together with any affiliate, successor, assignee or other person appointed pursuant to the Security Agreement (as defined below) as "Collateral Agent", the "Collateral Agent"), having an office at 287 Bowman Avenue, 2nd Floor, Purchase, NY 10577, and is as follows:

WITNESSETH

This Agreement is executed in connection with, and is subject to and made a part of, the Security Agreement, dated as of the Effective Date, by and among Debtor, Collateral Agent, and the other parties thereto (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, on, and subject to, the terms and conditions of the Security Agreement, Debtor hereby grants and re-grants to Collateral Agent, for the benefit of Secured Creditors, a continuing security interest in and to, and Lien on, all of Debtor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Trademark Collateral"):

(a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");

(b) all renewals of each of the Trademarks;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;

(d) all rights to sue for past, present and future infringements of any and all Trademarks;

(e) all rights corresponding to each of the Trademarks throughout the world;

(f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;

(g) in each case, the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any right, title or interest in or to any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and all such Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in each of (a) the Credit Agreement dated of even date herewith between Debtor and MVC Capital, Inc. as the "Lender" thereunder and (b) the Credit Agreement dated of even date herewith between Debtor and TTGA C-I MMF LP as the "Lender" thereunder (together, as the same may be amended, renewed, consolidated, restated, replaced, or otherwise modified from time to time, the "Credit Agreements" and each, a "Credit Agreement"). Debtor hereby irrevocably authorizes Collateral Agent to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office to evidence the security interest and Lien granted in the Trademark Collateral.

This Agreement shall be subject to the terms and conditions of the Security Agreement and each Credit Agreement as a "Loan Document" (as defined in each Credit Agreement), including, without limitation, Sections 11(d) and 11(i) of the Security Agreement. If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Collateral Agent's Lien on, the Collateral, or any of the Collateral Agent's rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) Debtor will comply with all of the covenants, representations, warranties, terms and provisions of the Security Agreement applicable to the Trademark Collateral as "Collateral" under the Security Agreement, (ii) the Trademark Collateral will be "Collateral" for all purposes of the Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Collateral Agent under the Security Agreement or any other Loan Document, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Collateral Agent for the benefit of the Secured Creditors.

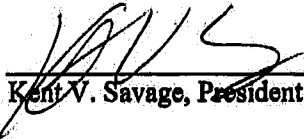
If there is any conflict, ambiguity, or inconsistency, in Collateral Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Collateral Agent's judgment, providing Collateral Agent with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

APEX INDUSTRIAL TECHNOLOGIES LLC

By:  Pres & CEO
Kent V. Savage, President and CEO

MVC CAPITAL, INC., as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Collateral Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

APEX INDUSTRIAL TECHNOLOGIES LLC

By: _____
Kent V. Savage, President and CEO

MVC CAPITAL, INC., as Collateral Agent

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

SCHEDULE I
TRADEMARKS

U.S. Trademarks

Owner: Apex Industrial Technologies LLC, an Ohio limited liability company

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Liens/Status/ Title
1	APEX TRAJECTORY	85446522	10/13/2011	4157437	06/12/2012	No liens
2	APEX SUPPLY CHAIN TECHNOLOGIES	85446509	10/13/2011	4157433	06/12/2012	No liens
3	MAKING SPACES SMART	85451741	10/20/2011	4782185	07/28/2015	No liens
4	 SMARTER SPACES	85451737	10/20/2011	4782184	07/28/2015	No liens
5	APEX NINJA SERIES	85446527	10/13/2011	4248790	11/27/2012	No liens Section 8 filing due Nov. 27, 2018.
6		85446517	10/13/2011	4157436	06/12/2012	No liens Section 8 filing due Jun. 12, 2018
7		85446514	10/13/2011	4157435	06/12/2012	No liens Section 8 filing due Jun. 12, 2018