

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hub Pen Company, LLC		06/13/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fidus Investment Corporation
Street Address:	1603 Orrington Avenue, Suite 1005
City:	Evanston
State/Country:	ILLINOIS
Postal Code:	60201
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5301660	FIJI
Registration Number:	5370199	KORUNA
Registration Number:	5432501	BANDERO
Registration Number:	5453486	DIAMO
Registration Number:	5448594	VIVIRA
Serial Number:	87276220	LUMASTRONG
Serial Number:	87422539	URBAN EDGE
Serial Number:	87445818	HUB
Serial Number:	87465716	HUB PROMOTIONAL GROUP
Serial Number:	87721242	ECLAIRE
Serial Number:	87721239	SASTA
Serial Number:	87721225	SONATA
Serial Number:	87745121	VOZZANO
Serial Number:	87744878	ROZZA
Serial Number:	87800493	MOISANT
Serial Number:	87806698	FLOWRIDA
Serial Number:	87806686	MARTINETT
Serial Number:	87806670	TIGRO
Serial Number:	87806550	XEEDEE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87806857	X2

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., Ste 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:	06/15/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 13th day of June, 2018, 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, dated as of December 22, 2016, as amended by that certain Second Amendment, dated as of September 20, 2017, as amended by that certain Third Amendment, dated as of November 15, 2017, as amended by that certain Fourth Amendment and Limited Consent, dated as of the date hereof, and as the same may be further amended, restated, amended and 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 amended by that certain Guarantee and Collateral Agreement Amendment, dated as of December 22, 2016, as amended by that certain Guarantee and Collateral Agreement Amendment, dated as of November 15, 2017, as amended by that certain Guarantee and Collateral Agreement Amendment and Joinder, dated as of the date hereof, and as may be further amended, restated, amended and 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 Lesley
Title: Authorized Signer

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
FIJI	5301660	October 3, 2017
KORUNA	5370199	January 2, 2018
BANDERO	5432501	March 27, 2018
DIAMO	5453486	April 24, 2018
VIVIRA	5448594	April 17, 2018

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
LUMASTRONG	87276220	December 21, 2016
URBAN EDGE	87422539	April 24, 2017
HUB	87445818	May 11, 2017
HUB PROMOTIONAL GROUP	87465716	May 26, 2017
ECLAIRE	87721242	December 14, 2017
SASTA	87721239	December 14, 2017
SONATA	87721225	December 14, 2017
ROZZA	87744878	January 5, 2018
VOZZANO	87745121	January 5, 2018
MOISANT	87800493	February 16, 2018
FLOWRIDA	87806698	February 22, 2018
MARTINETT	87806686	February 22, 2018
TIGRO	87806670	February 22, 2018
XEEDEE	87806550	February 22, 2018
X2	87806857	February 22, 2018