

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TUF-TUG, INC.		08/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MVC CAPITAL, INC., as Collateral Agent		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1596115	TUF-TUG	
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:	jspiantanida@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:	073074-08		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	09/04/2018		
Total Attachments: 13			
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THIS AGREEMENT IS SUBJECT TO A SUBORDINATION AGREEMENT DATED AS OF AUGUST 24, 2018, MADE BY AND AMONG MVC CAPITAL, INC., AS SUBORDINATED AGENT, THE SUBORDINATED PARTIES PARTY THERETO, AND STIFEL BANK & TRUST, AS SENIOR LENDER.

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is dated as of August 24, 2018 (the "*Effective Date*"), by and between TUF-TUG, INC., a Delaware corporation (the "*Debtor*"), 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*"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "*Agreement*") shall have the respective meanings ascribed to them in the Loan Agreements (as defined below).

WITNESSETH:

WHEREAS, Debtor is entering into a certain (a) Senior Subordinated Loan Agreement dated of even date herewith between Debtor and MVC Capital, Inc., a Delaware corporation ("*MVC*") as the "Lender" thereunder, and (b) Senior Subordinated Loan Agreement dated of even date herewith between Debtor and TTGA C-I MMF LP, a Delaware limited partnership ("*TTGA*"; and, together with MVC, each a "*Secured Party*" and, collectively, the "*Secured Parties*") as the "Lender" thereunder (together, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "*Loan Agreements*" and each, a "*Loan Agreement*");

WHEREAS, as a condition precedent to the Secured Parties entering into the Loan Agreements, the Secured Parties have required that the Debtor execute and deliver this Agreement to the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, in order to induce the Secured Parties to enter into the Loan Agreements, the Debtor has agreed to execute and deliver this Agreement to the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, Debtor owns all right, title and interest in and to the Patents and Trademarks as defined herein and as provided on Schedules A-D attached hereto;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof by and among Debtor, Collateral Agent and the other Secured Parties, pursuant to which the Debtor has granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in and Lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, all right, title and interest of Debtor in, to and under all Trademarks, Trademark registrations, Trademark applications and Trademark Licenses thereof (as defined in Section 1(b) herein) together with the goodwill of the business symbolized thereby; and all Patents, Patent applications and Patent Licenses thereof (as defined in Section 1(a) herein)), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Collateral Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in and Lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "*Collateral*"):

(a) any and all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and all (i) provisional patent applications and similar instruments (including any and all substitutions, divisions, continuations, continuations-in-part, reissues, renewals, extensions, utilization models, reexaminations, patents of addition, supplementary protection certificates, inventors' certificates, patent term extensions, data package exclusivity extensions, any and all foreign equivalents thereof and all documentation associated therewith); (ii) each license, including, without limitation, each license listed on Schedule B annexed hereto, other than off-the-shelf software licenses (the "*Patent Licenses*"), (iii) all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present or future infringement of any Patent, including without limitation, any Patent referred to on Schedule A and B hereto, and any patent issued pursuant to a patent application referred to on Schedule A hereto, including income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof and (v) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "*Patents*");

(b) all trademark registrations and trademark applications, service mark registrations and service mark applications, trade names, trade styles, logos, brand names, and domain names including, without limitation, all renewals thereof and all common law rights thereto, and including all marks listed on Schedule C, attached hereto and incorporated herein by reference (together with the goodwill of the Debtor's business connected therewith and symbolized thereby (the "*Marks*")); and (i) all licenses and all goodwill of the business connected with the use of, and symbolized by, each license, including, without limitation, each license referred to in Schedule D annexed hereto (the "*Trademark Licenses*"); (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against any third party for past, present or future infringement of any Marks, including without limitation, any Marks referred to on Schedule C and D hereto, and any Marks issued pursuant to a trademark application referred to on Schedule C hereto; (iii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof and (v) all rights corresponding thereto throughout the world (all of the Marks together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "*Trademarks*"); and

(c) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a) and (b) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, insurance proceeds, and all products of (a) and (b) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (iii) any and all other

indebtedness (including, without limitation, principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Collateral Agent and the Secured Parties of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by the Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by the Collateral Agent or any Secured Party by assignment or otherwise and (iii) any and all costs of collection, including, without limitation, Attorneys' Fees and expenses, incurred by the Collateral Agent or the Secured Parties upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Collateral Agent or the Secured Parties (or any one or more of them) in connection with any proceedings by, against or involving the Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "*Secured Obligations*").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement of use is filed and accepted).

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Collateral Agent, and covenants and agrees with the Collateral Agent, that:

(a) all of the Patents, Patent Licenses, registered Trademarks and Trademark Licenses, are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and Trademarks are valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens (other than Permitted Liens), charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to assign ownership of, or grant any Liens on (other than Liens in favor of the

Collateral Agent and Permitted Liens), any of the Patents and/or Trademarks during the term of this Agreement; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents and/or Trademarks.

3. Inspection Rights; Product Quality. The Debtor will permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by the Collateral Agent during normal business hours and at other reasonable times upon reasonable prior written notice. The Debtor will reimburse the Collateral Agent upon demand for all reasonable costs and expenses incurred by the Collateral Agent in connection with any such inspection conducted by the Collateral Agent while any Default or Event of Default under the Loan Agreements has occurred and is continuing. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks and Patents are used, consistent with commercially reasonable practices and (b) to provide the Collateral Agent, upon the Collateral Agent's reasonable request from time to time, with a certificate of an officer of the Debtor certifying the Debtor's compliance with the foregoing.

4. Further Assurances. The Debtor hereby agrees that, unless and until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, and (b) the Loan Agreements shall have expired or been terminated in accordance with their terms, it will not, without the prior written consent of the Collateral Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement, the Loan Agreements and/or any other Loan Document and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Collateral Agent under this Agreement. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Collateral Agent any and all further instruments and documents and take any and all further action that the Collateral Agent may request in good faith in order to perfect and protect the security interest granted by the Debtor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to this Agreement with respect to the Collateral or to enable the Collateral Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If (a) the Debtor (i) becomes aware of any existing Patents or Trademarks of which the Debtor has not previously informed the Collateral Agent, (ii) obtains rights to any new Patents, registered Trademarks, and/or applications to register Trademarks, or (iii) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, or (b) a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to any "intent to use" trademark of the Debtor, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Collateral Agent written notice thereof as required by Section 5.01(a)(iii) of the Loan Agreements.

6. Modification by the Collateral Agent. The Debtor hereby irrevocably authorizes the Collateral Agent to modify this Agreement by amending Schedules A, B, C, and/or D to include any future Patents, Patent applications, Patent Licenses, Trademarks, Trademark applications, Trademark registrations, Trademark Licenses, service marks, service mark applications, service mark registrations, service mark licenses, and trade names covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable Law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreements has occurred and is continuing, the Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreements shall have occurred and be continuing, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law as enacted in any jurisdiction in which any of the Collateral may be located and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Collateral (together with, in the case of Trademarks, the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment or cash collateralization of the Secured Obligations in the following order: (a) first, to the payment of all costs, expenses, liabilities and advances made or incurred by the Collateral Agent (or, as applicable, the Secured Parties) in connection with the collection and enforcement of the Secured Obligations and the sale or other realization upon the Collateral; provided, however, that nothing herein is intended to relieve the Debtor of its obligation to pay such costs, expenses, liabilities and advances; (b) second, to the payment of the Secured Obligations in such order and manner as the Secured Parties, in their sole and absolute discretion, may elect; and (c) third, to the payment of any surplus remaining after the payment of the amounts mentioned, to the Debtor or to whomsoever may be lawfully entitled thereto. The Debtor shall remain liable to the Collateral Agent and the Secured Parties for the payment of any deficiency, with interest. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Collateral Agent and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreements, the use by the Collateral Agent of the Patents and/or Trademarks shall be worldwide, and without any liability for royalties or other related charges from the Collateral Agent to the Debtor. If an Event of Default under the Loan Agreements shall occur and be continuing, the Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Collateral, and, if the Collateral Agent shall commence any such suit, the Debtor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Collateral Agent (and, as applicable, the Secured Parties) for all costs and expenses incurred by the Collateral Agent in the exercise of its rights and remedies under this Agreement. All of the Collateral Agent's rights and remedies with respect to the Collateral, whether established hereby, by the Security Agreement or by any other agreement or by Law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) all of the Secured Obligations (other than contingent indemnity obligations) shall have been fully, finally and indefeasibly paid in cash, and (b) the Loan Agreements shall have expired or been terminated in accordance with their terms, this Agreement shall terminate and, upon the Debtor's written request and at the Debtor's expense, the Collateral Agent shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Collateral Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to this Agreement. If claim is ever made on the Collateral Agent or any Secured Party for repayment or recovery of any amount or amounts received by the Collateral Agent or any Secured Party in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and the Collateral Agent or any Secured Party repays all or part of said amount by reason of (i) any judgment, decree or

order of any court or administrative body having jurisdiction over the Collateral Agent or such Secured Party or any Property of the Collateral Agent or such Secured Party or (ii) any settlement or compromise of any such claim effected by the Collateral Agent or the Secured Parties with any such claimant (including, without limitation, the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Collateral Agent or the Secured Parties, as applicable. This Agreement shall continue to be effective or be reinstated, as the case may be, if (A) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Collateral Agent or any Secured Party upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment had not been made or (B) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by the Collateral Agent or such Secured Party upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the Attorneys' Fees and expenses incurred by the Collateral Agent in connection with the preparation, negotiation, administration and/or enforcement of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Debtor on demand by the Collateral Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of (a) Two Percent (2%) per annum over and above the then applicable interest rate otherwise payable on the Term Loan or (b) the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents and Trademarks. The Debtor shall have the duty (a) to file and prosecute diligently any Patent, Patent application, Trademark or service mark applications pending as of the date hereof or hereafter and (b) to preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. Collateral Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreements shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Collateral Agent to make, constitute and appoint any officer, employee or agent of the Collateral Agent as the Collateral Agent may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Collateral Agent (or, as applicable, the Secured Parties), nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent (or, as applicable, the Secured Parties), any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this

Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Collateral Agent, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of the Collateral Agent.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Ohio (without reference to conflict of law principles); it being understood that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.


18. Consent to Jurisdiction; Waiver of Jury Trial. THE DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY OHIO STATE COURT SITTING IN THE COUNTY OF HAMILTON, OHIO OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE SOUTHERN DISTRICT OF OHIO, AS THE COLLATERAL AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. **THE DEBTOR (AND BY ITS ACCEPTANCE HEREOF, THE COLLATERAL AGENT) HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE COLLATERAL AGENT ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

19. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by way of pdf, facsimile or other electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor and Collateral Agent have executed this Agreement as of the Effective Date.

TUF-TUG, INC.,
a Delaware corporation ("*Debtor*")

By: 
Keith S. Harbison, President

MVC CAPITAL, INC., as Collateral Agent

By: 
Name: Mike Tokatz
Title: Authorized Signer

Signature Page 2 of 2 to
Patent and Trademark Security Agreement
(MVC)

TRADEMARK
REEL: 006429 FRAME: 0011

SCHEDULE A

Patents and Patent Applications

PATENTS:

Title	Appl. No.	Patent No.	Filing Date	Status/Comments
Mid-span fall protection system	10/880,015	US 7,219,766 B2	June 29, 2004	Utility Patent Issued Patent Date: May 22, 2007 Expiration: June 29, 2024
T-post Adapter bracket	29/284,858	US D575,630 S	September 17, 2007	Design Patent Issued Patent Date: August 26, 2008 Expiration Date: August 26, 2022
Cable Safety Climb Adapter Bracket	29/249,081	US D578,867 S	September 19, 2006	Design Patent Issued Patent Date: Oct. 21, 2008 Expiration Date: October 21, 2022
Climb Assist System	11/216,779	US 7,600,610 B2	August 31, 2005	Utility Patent Issued Patent Date: October 13, 2009 Expiration Date: October 13, 2026
Fall Prevention Rope	29/296,366	US D588,717 S	October 18, 2007	Design Patent Issued Patent Date: March 17, 2009 Expiration Date: March 17, 2023
Mounting Bracket System for Supporting Accessories on a Structure	09/410,013	US 6,290,195 B1	Sep. 30, 1999	Utility Patent Issued Patent Date: September 18, 2001 Expiration Date: September 30, 2019

PATENT APPLICATIONS: None.

SCHEDULE B

Patent Licenses

None.

SCHEDULE C

Trademark and Service Mark Applications and Registrations

U.S. REGISTERED TRADEMARKS:

Mark	Serial No.	Registration No.
"TUF-TUG"	No. 1596115	1596115

TRADEMARK AND SERVICE MARK APPLICATIONS AND SERVICE MARK REGISTRATIONS: None.

SCHEDULE D

Trademark and Service Mark Licenses

None.