

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502165

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R2i Holdings, LLC		12/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gladstone Capital Corporation		
<b>Street Address:</b>	1521 Westbranch Dr.		
<b>Internal Address:</b>	#100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76215720	CATAPULT DIRECT MARKETING	
<b>Serial Number:</b>	85152887	CATAPULTWORKS	
<b>Serial Number:</b>	77171285	R2I	
<b>Serial Number:</b>	87827197	R2I. THE ACCELERATION OF CONNECTION	
<b>Serial Number:</b>	87827209	THE ACCELERATION OF CONNECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	12/14/2018		

OP \$140.00 76215720

**Total Attachments: 3**

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**GRANT OF A SECURITY INTEREST –TRADEMARKS**

WHEREAS, R2i Holdings, LLC, a Delaware limited liability company (the “Grantor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of December 14, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Gladstone Capital Corporation, a Maryland corporation, as the Lender (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December \_\_\_\_\_, 2018.

R2i Holdings, LLC

By: 

Name: Robert Ospalik

Title: Vice President

EAST/163188075

[Signature Page to Grant of a Security Interest - Trademark]

**TRADEMARK**  
**REEL: 006514 FRAME: 0841**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

**Registered Trademarks**

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Application No.	Date Filed	Registration No.	Date Registered	Country
Owner	CATAPULT DIRECT MARKETING	76215720	2/23/2001	2552359	3/26/2002	USA
Owner	CATAPULTWORKS	85152887	10/14/2010	4166454	7/3/2012	USA
Owner	R2I (Stylized)	77171285	5/2/2007	3377565	2/5/2008	USA

**Trademark Applications**

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Application No.	Date Filed	Country
Owner	R2I. THE ACCELERATION OF CONNECTION	87827197	3/9/2018	USA
Owner	THE ACCELERATION OF CONNECTION	87827209	3/9/2019	USA
Owner	THE ACCELERATION OF CONNECTION	3340230	9/21/2018	UK