TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
True North Custom Publishing, LLC		12/31/2018	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	Gladstone Capital Corporation
Street Address:	1521 Westbranch Drive
Internal Address:	Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22012
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2887922	DOCTOR OF DENTISTRY
Registration Number:	2607146	MDNEWS
Registration Number:	2607144	BUILDER+ARCHITECT
Registration Number:	2034612	REAL ESTATE EXECUTIVE
Registration Number:	2607145	RESTAURANT FORUM
Registration Number:	5171606	ENLIGHTEN STRATEGY REFINE & TARGET CREAT
Registration Number:	5170017	NURSERY NOTES
Registration Number:	5143482	TRUEINSIGHTS
Registration Number:	5143452	TRUE NORTH CUSTOM
Registration Number:	5069971	DISCOVER YOUR TRUE NORTH
Registration Number:	5063000	TRUE NORTH CUSTOM
Registration Number:	5025391	TRUE NORTH
Registration Number:	5025146	TRUE NORTH CUSTOM
Registration Number:	5025116	TRUE NORTH
Registration Number:	5019295	THE RIGHT SOLUTION FOR YOUR STRATEGY
Registration Number:	4990466	THE PATH TO REAL ROI
Registration Number:	4990422	TRUECONNECT
Registration Number:	4929208	STRATEGY+CONTENT+RESULTS
		TRADEMARK

REEL: 006524 FRAME: 0811 900481542

<u>TRADEMARK</u>

Property Type	Number	Word Mark
Registration Number:	4887102	NURSERY NOTES
Registration Number:	4193680	VARI SMART
Registration Number:	3760533	TRUE NORTH CUSTOM PUBLISHING, LLC
Registration Number:	2597500	TRUECUSTOM

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	135845-01400
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	01/15/2019

Total Attachments: 8

source=2018 Reorganization - IP Security Agreement#page1.tif source=2018 Reorganization - IP Security Agreement#page2.tif source=2018 Reorganization - IP Security Agreement#page3.tif source=2018 Reorganization - IP Security Agreement#page4.tif source=2018 Reorganization - IP Security Agreement#page5.tif source=2018 Reorganization - IP Security Agreement#page6.tif source=2018 Reorganization - IP Security Agreement#page7.tif source=2018 Reorganization - IP Security Agreement#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 31, 2018 by and between True North Custom Publishing, LLC, a Tennessee limited liability company ("TNCP"), and GLADSTONE CAPITAL CORPORATION, a Maryland corporation (the "Buyer").

RECITALS

- **A.** TNCP and the other Sellers (as defined therein) are parties to that certain Securities Purchase Agreement dated as of February 26, 2010 (as amended, modified or supplemented from time to time the "Securities Purchase Agreement"). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.
- **B.** Pursuant to the Security Agreement and the other Investment Documents, TNCP has granted to the Buyer first priority security interests in all of TNCP's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, its Intellectual Property, to secured the Obligations.
- **NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, TNCP hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, TNCP hereby grants and pledges to the Buyer a security interest in all of TNCP's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights and trademarks (including without limitation the goodwill associated therewith) listed on Exhibits A and B hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

The security interests are granted in conjunction with the security interests granted to the Buyer under the Security Agreement and the other Investment Documents. The rights and remedies of the Buyer with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to the Buyer as a matter of law or equity. Each right, power and remedy of the Buyer provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Buyer, of any or all other rights, powers or remedies.

TNCP represents and warrants that Exhibits A and B attached hereto set forth any and all Intellectual Property rights in connection to which such Seller has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and that are active.

TNCP hereby acknowledges and agrees that the Buyer may, from time to time and without notice to TNCP, amend Exhibits A and B hereto to reflect changes in TNCPs right, title and interest in, to and under any copyrights and trademarks; *provided* that TNCP acknowledges and agrees that the Buyer's failure to so amend such Exhibits shall not limit or impair the Buyer's security interest in any Intellectual Property.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

TNCP:

TRUE NORTH CUSTOM PUBLISHING, LLC, a Tennessee limited liability company

By: TNCP Intermediate HoldCo, LLC, its sole member

By: Sunshing Tintom Publishing, Inc., its manager

By: Name: Fic Silberman

Title: President

BUYER:

GLADSTONE CAPITAL CORPORATION, a Maryland corporation

Name Oder Comment

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

COPYRIGHTS

Copyright Title	Owner	Document No.	Recordation Date
Builder/architect, Apr. 1995 & 2 other titles / By Leigh H. Miller & Van B. Miller as a work made for hire. DCR 1995.	True North Custom Publishing, LLC	V3501D209	08/29/2003
Builder/architect, Apr. 1995 & 2 other titles / By Leigh H. Miller & Van B. Miller, as employees for hire of Sunshine Media, Inc. DCR 1995.	True North Custom Publishing, LLC	V3471D363	07/21/2001
Builder/architect : for the North Carolina Blue Ridge residential building industry.	True North Custom Publishing, LLC	Vol. 2: TX0004010122 Vol. 3: TX0004118024	Vol. 2: 06/09/1995 Vol. 3: 10/30/1995
HOME PAGE DESIGN STRATEGY CONTENT RESULTS	True North Custom Publishing, LLC	VA0001989620	09/18/2015
MYHEALTHPUBLISHER	True North Custom Publishing, LLC	TX0005876830	07/01/2002
MYHEALTHPUBLISHER.COM	True North Custom Publishing, LLC	TXu001060240	07/06/2002
MYHEALTHPUBLISHERS.COM; WEB SITE / BY JIMI HAMMOND, JAMES C. PHILLIPS & TRUE NORTH CUSTOM PUBLISHING, LLC	True North Custom Publishing, LLC	V3490D738	10/31/2002
MYHEALTHPUBLISHERS.COM; WEB SITE / BY JIMI HAMMOND, JEFF BLACK & JAMES C. PHILLIPS	True North Custom Publishing, LLC	V3490D739	10/31/2002
NURSERY NOTES	True North Custom Publishing, LLC	VA0001992943	10/19/2015

Copyright Title	Owner	Document No.	Recordation Date
THE PATH TO REAL ROI	True North	VA0001992387	10/09/2015
	Custom		
	Publishing,	VA0001992367	10/09/2013
	LLC		

EXHIBIT B

TRADEMARKS

Trademark	Owner	Registration No.	Registration Date
DOCTOR OF DENTISTRY	True North Custom Publishing, LLC	2,887,922	09/21/2014
MDNEWS	True North Custom Publishing, LLC	2,607,146	08/13/2002
BUILDER+ARCHITECT	True North Custom Publishing, LLC	2,607,144	08/13/2002
REAL ESTATE EXECUTIVE	True North Custom Publishing, LLC	2,034,612	01/28/1997
RESTAURANT FORUM	True North Custom Publishing, LLC	2,607,145	08/13/2002
ENLIGHTEN STRATEGY REFINE & TARGET CREATE CONTENT LOGISTICS & LAUNCH MONITOR & MEASURE OPTIMIZE & ADVISE and Design	True North Custom Publishing, LLC	5,171,606	03/28/2017
NURSERY NOTES and Design	True North Custom Publishing, LLC	5,170,017	03/28/2017
TRUEINSIGHTS	True North Custom Publishing, LLC	5,143,482	02/14/2017
TRUE NORTH CUSTOM and Design	True North Custom Publishing, LLC	5,143,452	02/14/2017
DISCOVER YOUR TRUE NORTH	True North Custom	5,069,971	10/25/2016

Trademark	Owner	Registration No.	Registration Date
	Publishing, LLC		
TRUE NORTH CUSTOM and Design	True North Custom Publishing, LLC	5,063,000	10/18/2016
TRUE NORTH	True North Custom Publishing, LLC	5,025,391	08/23/2016
TRUE NORTH CUSTOM	True North Custom Publishing, LLC	5,025,146	08/23/2016
TRUE NORTH and Design	True North Custom Publishing, LLC	5,025,116	08/23/2016
THE RIGHT SOLUTION FOR YOUR STRATEGY	True North Custom Publishing, LLC	5,019,295	08/09/2016
THE PATH TO REAL ROI	True North Custom Publishing, LLC	4,990,466	06/28/2016
TRUECONNECT	True North Custom Publishing, LLC	4,990,422	06/28/2016
STRATEGY+CONTENT+RESULTS and Design	True North Custom Publishing, LLC	4,929,208	03/29/2016
NURSERY NOTES	True North Custom Publishing, LLC	4,887,102	01/12/2016
VARI SMART and Design	True North Custom Publishing, LLC	4,193,680	08/21/2012
TRUE NORTH CUSTOM PUBLISHING,	True North	3,760,533	03/16/2010

106481 v4/DC

Trademark	Owner	Registration No.	Registration Date
LLC and Design	Custom		
	Publishing,		
	LLC		
TRUECUSTOM	True North		07/23/2002
	Custom	2,597,500	
	Publishing,	2,397,300	
	LLC		
TRUE NORTH	True North		
	Custom	(70/424 095)	(11/07/2015)
	Publishing,	(79/424,085)	
	LLC		

106481 v4/DC

RECORDED: 01/15/2019