

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forty Four Group, LLC		09/14/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation, as Agent		
Street Address:	1603 ORRINGTON AVENUE		
Internal Address:	SUITE 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88008178	BOLTRON	
Serial Number:	87960065	BOXANNE	
Serial Number:	87920904	MISSION PACK	
Serial Number:	87941595	PENRYN PACK	
Registration Number:	4209574	DESIGNEARS	
Registration Number:	5321077	ORIGAUDIO	
Registration Number:	5136861	ORIGAUDIO	
CORRESPONDENCE DATA			
Fax Number:	7043393470		
<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>			
Email:	ecampbell@robinsonbradshaw.com		
Correspondent Name:	Elizabeth Campbell		
Address Line 1:	101 N. Tryon Street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Elizabeth Campbell		
SIGNATURE:	/s/ Elizabeth Campbell		

OP \$190.00 88008178

DATE SIGNED:	11/26/2018
---------------------	------------

Total Attachments: 5

source=Fidus - Hub Pen - Fifth Amendment - Trademark Security Agreement (Origaudio)#page1.tif

source=Fidus - Hub Pen - Fifth Amendment - Trademark Security Agreement (Origaudio)#page2.tif

source=Fidus - Hub Pen - Fifth Amendment - Trademark Security Agreement (Origaudio)#page3.tif

source=Fidus - Hub Pen - Fifth Amendment - Trademark Security Agreement (Origaudio)#page4.tif

source=Fidus - Hub Pen - Fifth Amendment - Trademark Security Agreement (Origaudio)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 14th day of September, 2018, by Forty Four Group, LLC, a California 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"):

W I T N E S S E T H

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 to Senior Subordinated Credit Agreement, dated as of June 13, 2018, as amended by that certain Fifth Amendment and Limited Consent to Senior Subordinated Credit Agreement, 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 June 13, 2018, as amended by that certain Guarantee and Collateral Agreement Amendment, 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:

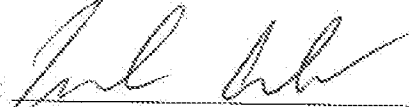
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(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.

FORTY FOUR GROUP LLC

By: 

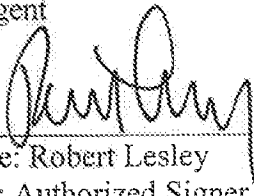
Name: Gabriel Wood

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]


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>
Designears	4209574	September 18, 2012
Origaudio	5321077	October 31, 2017
	5136861	February 7, 2017

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
Boltron	88008178	June 20, 2018
Boxanne	87960065	June 13, 2018
MISSION PACK	87920904	May 14, 2018
Penryn Pack	87941595	May 30, 2018