

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507386

<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>
THE WEINBERG GROUP, LLC		01/25/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>Internal Address:</b>	c/o Monroe Capital LLC, ProPharma Portfolio Manager, Fax: (312) 258-8350, Operationsandfinance@monroecap.com		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2077506	THE WEINBERG GROUP	
<b>Registration Number:</b>	2526848	SCIENCE MINDS OVER BUSINESS MATTERS	
<b>Registration Number:</b>	4934443	SCIENCE MINDS OVER FDA MATTERS	
<b>Registration Number:</b>	4186019	WEINBERG ON FDA	
<b>Registration Number:</b>	3520170	W	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126984546		
<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>	312 750 8603		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Gregory C. Barr, McGuireWoods LLP		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>NAME OF SUBMITTER:</b>	Gregory C. Barr		
<b>SIGNATURE:</b>	/Gregory C. Barr/		

OP \$140.00 2077506

<b>DATE SIGNED:</b>	01/25/2019
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 25, 2019, is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), pursuant to a Guaranty and Collateral Agreement dated as of September 30, 2016, among Grantor, the other “Grantors” party thereto from time to time, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, including by the Joinder to Guaranty and Collateral Agreement, dated as of January 25, 2019, by Grantor in favor of the Administrative Agent, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any Trademark application that constitutes Excluded Property (as defined in the Guaranty and Collateral Agreement)); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are

provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the 2016 Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

THE WEINBERG GROUP, LLC,  
a Delaware limited liability company,  
as Grantor

By: 

Name: Robert Chestnut

Title: Treasurer

Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By: \_\_\_\_\_

Name: Matthew R. Lane

Title: Managing Director

Signature Page to Trademark Security Agreement

112154094

TRADEMARK  
REEL: 006538 FRAME: 0857

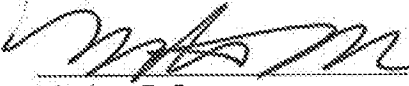
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

THE WEINBERG GROUP, LLC,  
a Delaware limited liability company,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By:   
Name: Matthew R. Lane  
Title: Managing Director

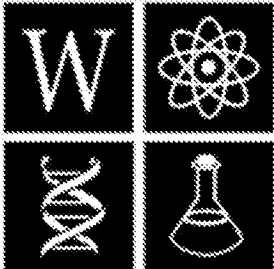
Signature Page to Trademark Security Agreement

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**TRADEMARK**  
**REEL: 006538 FRAME: 0858**

SCHEDULE 1

**TRADEMARK COLLATERAL**

Owner	Trademark	Serial Number	Trademark Registration Number	Filing Date	Registration Date	Country
The Weinberg Group, LLC	THE WEINBERG GROUP	75141815	2077506	July 29, 1996	July 8, 1997	United States
The Weinberg Group, LLC	SCIENCE MINDS OVER BUSINESS MATTERS	76014150	2526848	March 31, 2000	January 8, 2002	United States
The Weinberg Group, LLC	SCIENCE MINDS OVER FDA MATTERS	76718050	4934443	May 26, 2015	April 12, 2016	United States
The Weinberg Group, LLC	WEINBERG ON FDA	85494890	4186019	December 14, 2011	August 7, 2012	United States
The Weinberg Group, LLC	W and Design 	77430615	3520170	March 25, 2008	October 21, 2008	United States