

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOWLAND GROUP, LLC		11/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SARATOGA INVESTMENT CORP. SBIC LP		
Street Address:	535 Madison Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88032125	KNOWLAND	
Registration Number:	4362678	INSIGHT	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919-286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	P.O. BOX 13706		
Address Line 4:	RESEARCH TRIANGLE PK, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	036806.000008		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	12/05/2018		
Total Attachments: 5			
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TRADEMARK COLLATERAL AGREEMENT

This 9th day of November, 2018, KNOWLAND GROUP, LLC, a Delaware limited liability company (“Debtor”) with its principal place of business and mailing address at 1735 N Lynn Street, Suite 600, Arlington, VA 22209, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to SARATOGA INVESTMENT CORP. SBIC LP (“Saratoga”), 535 Madison Avenue, 4th Floor, New York, NY 10022, acting as administrative agent hereunder for the Secured Parties as defined in the Guarantee and Collateral Agreement referred to below, and its successors and assigns (Saratoga acting as such administrative agent and any successor(s) or assign(s) to Saratoga acting in such capacity being hereinafter referred to as the “Agent”), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Second Lien Guarantee and Collateral Agreement bearing even date herewith among Debtor, the other parties thereto, and Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time (the “Guarantee and Collateral Agreement”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-to-Use Applications”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of New York. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KNOWLAND GROUP, LLC

By Amy Seibel
Name: Amy Seibel
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

SARATOGA INVESTMENT CORP. SBIC LP

By: Saratoga Investment Corp. GP, LLC,
as its General Partner

By: Saratoga Investment Corp.,
as the Sole Member and Manager of the General
Partner

By: _____
Name: Charles Phillips
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT – KNOWLAND GROUP, LLC]

TRADEMARK
REEL: 006541 FRAME: 0562

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KNOWLAND GROUP, LLC

By _____
Name: Amy Seibel
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

SARATOGA INVESTMENT CORP. SBIC LP

By: Saratoga Investment Corp. GP, LLC,
as its General Partner

By: Saratoga Investment Corp.,
as the Sole Member and Manager of the General
Partner

By: 
Name: Charles Phillips
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
INSIGHT	4362678	July 9, 2013

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
KNOWLAND	88032125	JULY 10, 2018