

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MVC CAPITAL, INC.		01/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION		
Street Address:	850 MAIN STREET		
City:	BRIDGEPORT		
State/Country:	CONNECTICUT		
Postal Code:	06604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3778612	MVC	
Registration Number:	3107427	MVC CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9737364600		
Email:	trademarks@lawfirm.ms		
Correspondent Name:	JOEL G. MACMULL ESQ.		
Address Line 1:	3 BECKER FARM ROAD		
Address Line 2:	STE 105		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
NAME OF SUBMITTER:	JOEL G. MACMULL, ESQ.		
SIGNATURE:	/Joel G. MacMull/		
DATE SIGNED:	02/11/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made on January 29, 2019, by and among MVC CAPITAL, INC., a Delaware corporation, (“Grantor”), and PEOPLE’S UNITED BANK, NATIONAL ASSOCIATION (“Agent”).

WITNESSETH:

WHEREAS, Agent has entered or is about to enter into a senior secured credit facility with Grantor, MVC FINANCIAL SERVICES, INC., a Delaware corporation, MVC CAYMAN, a Cayman Islands exempted company, MVC GP II, LLC, a Delaware limited liability company, and MVC PARTNERS LLC, a Delaware limited liability company, (individually, a “Guarantor”, and collectively, the “Guarantors”), pursuant to which certain financial institutions (“Lenders”) may make loans and provide other financial accommodations to Grantor as set forth in the Credit and Security Agreement, dated of even date herewith, among Grantor, Lenders, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, Lenders are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), but only upon the condition, among others, that Grantor shall have executed and delivered to Agent the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of itself and the Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual

Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License. Notwithstanding the forgoing, the Trademark Collateral shall not include any Excluded Collateral (as defined in the Credit Agreement).

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving Grantor.

4. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. Authorization to Supplement. Grantor shall give Agent not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications (other than intent to use applications) therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

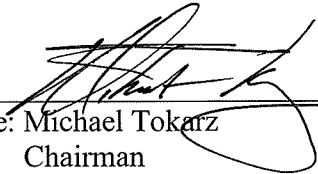
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MVC CAPITAL, INC.

By: 
Name: Michael Tokarz
Title: Chairman

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**PEOPLE'S UNITED BANK, NATIONAL
ASSOCIATION**

By: _____
Name: Carmen Caporrino
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MVC CAPITAL, INC.

By: _____

Name: Michael Tokarz

Title: Chairman

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**PEOPLE'S UNITED BANK, NATIONAL
ASSOCIATION**

By:  _____

Name: Carmen Caporrino

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

I. Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
MVC Capital, Inc.	United States of America	“MVC”	Reg. No. 3,778,612; Ser. No. 77358154	Filed December 21 2007; Registered April 20, 2010
MVC Capital, Inc.	United States of America	“MVC CAPITAL”	Reg. No. 3,107,427; Ser. No. 76978091	Filed December 10, 2002; Registered June 20, 2006
MVC Capital, Inc.	Canada	“MVC CAPITAL”	Application No. 1683333	Filed June 30, 2014 (pending)

II. Trade Names

None

III. Common Law Trademarks

None

IV. Trademarks Not Currently In Use

None

V. Trademark Licenses

None