

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALS Education, LLC		05/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Capital Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76519421	COMMUNITY EDUCATION PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	05/28/2020		
Total Attachments: 3			
source=09.EXECUTED.Gladstone - ALS - Grant of Security Interest in Trademarks (5.2020)#page1.tif			
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CH \$40.00 76519421

GRANT OF A SECURITY INTEREST – TRADEMARKS

May 22, 2020

WHEREAS, ALS Education, LLC, a Delaware limited liability company (the “Grantor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered, or applied-for, in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Gladstone Capital Corporation, a Maryland corporation, as the Lender (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

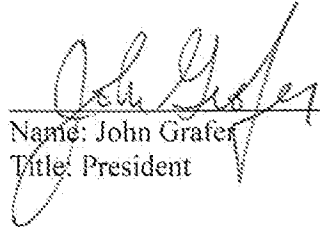
This Grant of Security Interest and the rights and obligations of the parties hereunder shall, in all respects, be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity, and performance, regardless of the location of the Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date first written above.

ALS EDUCATION, LLC

By:


Name: John Grafer
Title: President

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006948 FRAME: 0112

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks

Registered Trademark	Serial No.	Date Filed	Registration Number	Registration Date	Country
COMMUNITY EDUCATION PARTNERS	76519421	5/21/2003	2868767	8/3/2004	US