

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
nuCloud, LLC		03/19/2021	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Saratoga Investment Corp.		
Street Address:	535 Madison Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4511633	NUCLOUD	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	70207 / 013		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	03/19/2021		
Total Attachments: 4			
source=Destiny - nuCloud Joiner - Trademark Security Agreement#page1.tif			
source=Destiny - nuCloud Joiner - Trademark Security Agreement#page2.tif			
source=Destiny - nuCloud Joiner - Trademark Security Agreement#page3.tif			

CH \$40.00 4511633

SECURITY AGREEMENT

(TRADEMARKS)

March 19, 2021

WHEREAS, nuCloud, LLC, a South Carolina limited liability company (herein referred to as "Grantor"), has adopted, has used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to SARATOGA INVESTMENT CORP., as administrative agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Pledge and Security Agreement dated as of May 16, 2018 (as amended, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement") among Grantor, the other Pledgors from time to time party thereto and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with 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 (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

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

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

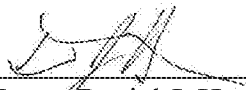
Grantee's address is c/o Saratoga Investment Corp., 535 Madison Avenue, 4th Floor, New York, New York 10022, Attn: David Vavrichek.

THIS SECURITY AGREEMENT (TRADEMARKS), IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATION LAW OF THE STATE OF NEW YORK, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement (Trademarks) to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

NUCLOUD, LLC, a South Carolina limited liability company

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

ACCEPTED AND AGREED TO:

SARATOGA INVESTMENT CORP., as
Grantee

By: 
Name: Michael J. Grisius
Title: Chief Investment Officer

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NUCLOUD	4/8/14	4511633