

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635977

<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>
MCG Energy Solutions, LLC		03/31/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gladstone Capital Corporation		
<b>Street Address:</b>	1521 Westbranch Drive, Suite 100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3812321	DECISIONDOCK	
<b>Registration Number:</b>	4593665	POWERFEED	
<b>Registration Number:</b>	5266298	TRADEFIN	
<b>Registration Number:</b>	3435622	INNOTAP	
<b>Registration Number:</b>	3435627	INSTATREND	
<b>Registration Number:</b>	3677124	REALDEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>	949-851-0633		
<b>Email:</b>	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	097206.0023		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		

CH \$165.00 3812321

<b>SIGNATURE:</b>	/sarah e. bro/
<b>DATE SIGNED:</b>	04/01/2021
<b>Total Attachments: 5</b> source=MCG-GLAD-Trademark Security Agreement (Executed)#page1.tif source=MCG-GLAD-Trademark Security Agreement (Executed)#page2.tif source=MCG-GLAD-Trademark Security Agreement (Executed)#page3.tif source=MCG-GLAD-Trademark Security Agreement (Executed)#page4.tif source=MCG-GLAD-Trademark Security Agreement (Executed)#page5.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (including all schedules hereto, as the same may be amended, modified or restated from time to time, this "Agreement"), is entered into as of March 31, 2021, by and between **MCG ENERGY SOLUTIONS, LLC**, a Delaware limited liability company (the "Grantor"), and **GLADSTONE CAPITAL CORPORATION**, a Maryland corporation, as agent (in such capacity, "Agent") for the lenders (the "Lenders") party to the Credit Agreement (defined below).

### **RECITALS**

A. Pursuant to the Credit Agreement of even date herewith by and among the Grantor, MCG ENERGY HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), MCG ACQUISITION CO., LLC, a Delaware limited liability company ("Acquisition Co"), MCG VERSIFY ACQUISITION, LLC, a Delaware limited liability company ("Versify"); and together with MCG and Acquisition Co, collectively, the "Borrowers" and individually, each a "Borrower", the other parties that become party thereto, Agent and the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make Loans to Borrowers.

B. Pursuant to the Security Agreement of even date herewith by and among the Grantor, Holdings, Borrowers and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, the Grantor granted to Agent for the benefit of Lenders a continuing security interest in lien upon all of its trademarks, whether now owned or existing or hereafter acquired or arising.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent this Agreement.

### **AGREEMENT**

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein (including in the Recitals above) have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to Agent for the benefit of Lenders a continuing first priority security interest in, and lien upon, all of the Grantor's presently existing or hereafter acquired right, title and interest in and to: all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith), including without limitation, the trademarks set forth on Schedule A hereto; all applications for trademarks and all applications otherwise relating in any way to the subject matter of such trademarks; all reissues, continuations, continuations in part and divisions of the foregoing, including any claims by the Borrowers or any of their Subsidiaries against third

parties for infringement thereof; all rights to sue for past, present and future infringements or violations of any such trademarks; and all proceeds and products thereof (collectively, the "Trademark Collateral")

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

*[signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**"Grantor"**

**MCG ENERGY SOLUTIONS, LLC**

By: 

Name: *Brenda Hudsch*

Title: *CFO*

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007240 FRAME: 0171**

AGREED TO AND ACCEPTED BY:

"Agent"

GLADSTONE CAPITAL CORPORATION

By:   
Name: Michael McQuigg  
Title: Senior Managing Director

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007240 FRAME: 0172**

**SCHEDULE A**

**(Trademarks)**

<b>Owner</b>	<b>Trademark</b>	<b>Status</b>	<b>App./Reg. Nos.</b>	<b>App./Reg. Date</b>
MCG Energy Solutions, LLC	DECISIONDOCK	Registered	3812321	June 29, 2010
MCG Energy Solutions, LLC	POWERFEED	Registered	4593665	Aug. 26, 2014
MCG Energy Solutions, LLC	TRADEFIN	Registered	5266298	Aug. 15, 2017
MCG Energy Solutions, LLC	INNOTAP	Registered	3435622	May 27, 2008
MCG Energy Solutions, LLC	INSTATREND	Registered	3435627	May 27, 2008
MCG Energy Solutions, LLC	REALDEAL	Registered	3677124	Sept. 1, 2009