

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731258

<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>
VIVA RAILINGS, L.L.C.		05/27/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gladstone Capital Corporation, as Agent		
<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>Serial Number:</b>	97222840	EXPRESSIONS	
<b>Serial Number:</b>	88927224	SOLO	
<b>Registration Number:</b>	6641929	VIVA	
<b>Registration Number:</b>	6641928	VIVA RAILINGS	
<b>Registration Number:</b>	6414407	BLADE	
<b>Registration Number:</b>	6414406	CIRCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1695309 TM		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		

OP \$165.00 97222840

<b>DATE SIGNED:</b>	05/31/2022
<b>Total Attachments: 3</b> source=12.EXECUTED.Gladstone - Viva - Grant of SI in IP (05.2022)#page1.tif source=12.EXECUTED.Gladstone - Viva - Grant of SI in IP (05.2022)#page2.tif source=12.EXECUTED.Gladstone - Viva - Grant of SI in IP (05.2022)#page3.tif	

**GRANT OF A SECURITY INTEREST – PATENTS & TRADEMARKS**

May 27, 2022

WHEREAS, VIVA RAILINGS, L.L.C. (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”) and holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

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 Agent (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 Patents and the applications and registrations thereof, and all proceeds of the foregoing, 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.

[Signature Page Follows]

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

VIVA RAILINGS, L.L.C.

By:   
Name: Adam Bennett  
Title: Vice President

[Signature Page to Grant of Security Interest in IP]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

**Trademark Registrations and Applications**

<u>Mark</u>	<u>Serial No./Registration No.</u>	<u>File Date</u>
EXPRESSIONS	97222840	1/17/2022
SOLO	88927224	5/21/2020
VIVA	6641929	2/15/2022
VIVA RAILINGS	6641928	2/15/2022
BLADE	6414407	7/13/2021
CIRCA	6414406	7/13/2021

**Patents and Patent Applications**

1. Rail System, patent no. 9127474, filed 9/8/2015, appl no. 14/152162, filed 1/10/2014, publication no. 20150197959, filed 7/6/2015