

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM820726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nth Degree, Inc.		06/28/2023	Corporation: DELAWARE
Exposition Holdings, LLC		06/28/2023	Limited Liability Company: DELAWARE
Fern Exposition Services LLC		06/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Investment Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5102812	FERN EXPOSITIONS EVENTS EXPERIENCES	
Registration Number:	4953979	FERN	
Registration Number:	4953978	FERN	
Registration Number:	4953977	FERN	
Registration Number:	4953976	FERN	
Registration Number:	4976120	FERN	
Registration Number:	4845844	FERN	
Registration Number:	4791867	N° NTH DEGREE	
Registration Number:	4757571	N° NTH DEGREE EXPERIENCE BETTER	
Registration Number:	2183230	NTH DEGREE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		

OP \$265.00 5102812

Email: pecsenye@blankrome.com
Correspondent Name: Timothy Pecsénye (KH 200729-00044)
Address Line 1: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 200729-00044

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/29/2023

Total Attachments: 4

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AND INTERCREDITOR AGREEMENT”) DATED AS OF JUNE 28, 2023 AMONG JPMORGAN CHASE BANK, N.A., (INCLUDING ANY SUCCESSORS AND PERMITTED ASSIGNS, “SENIOR AGENT”), GLADSTONE INVESTMENT CORPORATION, (INCLUDING ANY SUCCESSORS AND PERMITTED ASSIGNS, “SUBORDINATED AGENT”), AND ACKNOWLEDGED AND AGREED TO BY NTH DEGREE PURCHASER, INC., AS INITIAL BORROWER, NTH DEGREE INVESTMENT HOLDINGS LLC, AS BORROWER, AND THE OTHER LOAN PARTIES, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY INITIAL BORROWER, BORROWER, AND OTHER LOAN PARTIES, AND THE SECURITY INTERESTS AND LIENS SECURING SUCH INDEBTEDNESS, PURSUANT TO THAT CERTAIN CREDIT AGREEMENT OF EVEN DATE HERewith AMONG INITIAL BORROWER, BORROWER, THE OTHER LOAN PARTIES, SENIOR AGENT AND SENIOR LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AND INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT.

GRANT OF TRADEMARK SECURITY INTEREST

June 28, 2023

WHEREAS, NTH DEGREE, INC., a Delaware corporation (“**nth Degree**”), FERN EXPOSITION SERVICES LLC, a Delaware limited liability company (“**Fern**”), and EXPOSITION HOLDINGS, LLC, a Delaware limited liability company (“**Exposition**”; and together with nth Degree and Fern, collectively, “**Grantors**” and each, a “**Grantor**”), own and use in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantors, together with Nth Degree Purchaser, Inc., a Delaware corporation (“**Purchaser**”), Nth Degree Acquisition Inc., a Delaware corporation (“**Acquisition**”; and together with Purchaser and Grantors, the “**Guarantors**”) have entered into the Guaranty dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”) with Gladstone Investment Corporation, a Delaware corporation (collectively, together with its successors and assigns, the “**Secured Party**”), pursuant to which, Guarantors, among other things, guarantee the obligations of that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) among Purchaser, Nth Degree Investment Holdings LLC, a Delaware limited liability company, and Secured Party, whereas Secured Party has agreed to purchase securities, subject to the terms and conditions set forth in the Note Purchase Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the Secured Party and the other grantors named therein, each Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to the Secured Party, subject to the terms and conditions of the Subordination and Intercreditor Agreement, a security interest in all of Grantor’s right, title and interest in and to the following (unless constituting Excluded Property, as defined in the Security Agreement), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

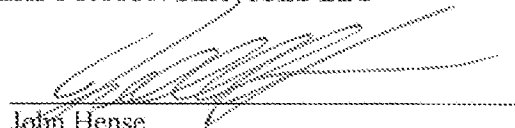
(i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” shall have the meaning assigned to the term “Proceeds” in the UCC.

Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

NTH DEGREE, INC.
EXPOSITION HOLDINGS, LLC
FERN EXPOSITION SERVICES LLC

By: 
Name: John Hense
Title: President and Chief Executive Officer

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 008117 FRAME: 0182

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

TRADEMARKS

Registrations and Applications for Registration:

<u>Grantor</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Trademark</u>
Fern Exposition Services LLC	86578117	5102812	FERN EXPOSITIONS EVENTS EXPERIENCES
Fern Exposition Services LLC	86583339	4953979	FERN
Fern Exposition Services LLC	86583330	4953978	FERN
Exposition Holdings, LLC	86583314	4953977	FERN
Exposition Holdings, LLC	86583301	4953976	FERN
Fern Exposition Services LLC	86581760	4976120	FERN
Exposition Holdings, LLC	86583312	4845844	FERN
nth Degree, Inc.	86349735	4791867	N° NTH DEGREE
nth Degree, Inc.	86349769	4757571	N° NTH DEGREE EXPERIENCE BETTER
nth Degree, Inc.	75020211	2183230	NTH DEGREE