

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital Corporation		04/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Medley Capital LLC		
Street Address:	375 Park Avenue		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4003024	PROTOGENIC	
Registration Number:	4106941	HI-RES 3D	
CORRESPONDENCE DATA			
Fax Number:	8668949746		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	37TH FLOOR		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	138543.00021		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	05/03/2016		
Total Attachments: 7			
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**ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENT**


FOR VALUABLE CONSIDERATION, MEDLEY CAPITAL CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the “*Assignor*”), hereby assigns, grants, sells and transfers to MEDLEY CAPITAL LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “*Assignee*”), and the Assignee’s successors, transferees and assigns forever, all of the right, title and interest of the Assignor in and to the following described Trademark Security Agreement:

Trademark Security Agreement dated May 23, 2013, made by Protogenic LLC, a Delaware limited liability company, in favor of the Assignor, attached hereto as Exhibit “A”, and recorded at the United States Patent Office on May 30, 2013 as Reel: 005038 and Frames 0122-0127.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of this 15th day of April, 2016.

MEDLEY CAPITAL CORPORATION,
a Delaware corporation

By: 
Name: Richard T. Allorto
Title: Chief Financial Officer

[Signature Page to Protogenic Trademark Assignment]

TRADEMARK
REEL: 005783 FRAME: 0271

Exhibit "A"

See Attached Trademark Security Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, if more than one, the "Grantors"), to and in favor of MEDLEY CAPITAL CORPORATION, a Delaware corporation ("*Medley*"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "*Collateral Agent*") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, WATERMILL-TENERE HOLDINGS PARTNERS, LP, a Delaware limited partnership, ("*Holdings*"), TENERE INC., a Delaware corporation (the "*Borrower*"), any Subsidiaries of Holdings or Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"), have entered into a Credit Agreement, dated as of December 14, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

PROTOGENIC LLC,

as Grantor

By: _____

Name: Dale S. Okonow

Title: Secretary and Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005088 FRAME: 0226

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Status	Registration No.	Registration Date
PROTOGENIC 1.2	Registered	4003024	07-26-2011
Trademark	Status	Registration No.	Registration Date
HI-RES 3D	Registered	4106941	02/28/2012

2. TRADEMARK APPLICATIONS

None

3. TRADEMARK LICENSES

None