

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		10/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Street Capital LLC		
Street Address:	777 W. Putnam Avenue, Third Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3538323	FIFTH STREET	
Registration Number:	4873003	FIFTH STREET	
Registration Number:	3996762	F FIFTH STREET	
Registration Number:	3740508	FIFTH STREET FINANCE	
Registration Number:	3981298	WHERE PARTNERSHIP MEETS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Jinyoung Joo		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	29700-005		
NAME OF SUBMITTER:	Jinyoung Joo		
SIGNATURE:	/Jinyoung Joo/		
DATE SIGNED:	10/17/2017		

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Total Attachments: 3

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “**Release**”) is made as of October 17, 2017, by Cortland Capital Market Services LLC, in its capacity as collateral agent for the Secured Parties under the Trademark Security Agreement (as defined below) (in such capacities, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the that certain Amended and Restated Credit Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among the Borrower (as defined below), the Collateral Agent and certain other parties.

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of June 30, 2017 (the “**Trademark Security Agreement**”), by Fifth Street Capital LLC, a New York limited liability company (the “**Trademark Grantor**”), in favor of the Collateral Agent, which was recorded with the Trademark Division of the United States Patent and Trademark Office, at Reel 6096, Frame 0503 on June 30, 2017, the Trademark Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in the Trademark Grantor’s right, title and interest in, to and under all of its Trademarks and all IP Licenses providing for the grant by or the Grantor of any right under any Trademark, including without limitations, those referred to on Schedule 1 hereto; all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 (the “**Trademark Collateral**”); and

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby agree as follows:

1. The Collateral Agent hereby (i) terminates the Trademark Security Agreement and any and all rights it may have under the Trademark Security Agreement, (ii) terminates, cancels, releases and discharges its entire Lien on and security interest in the Trademark Grantor’s right, title and interest in, to and under the Trademark Collateral, and (iii) authorizes the recordation of this Release with the United States Patent and Trademark Office.

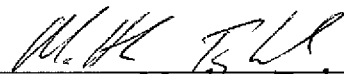
2. The Collateral Agent hereby reassigns, grants and conveys to the Trademark Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in, to and under the Trademark Collateral, and the Collateral Agent hereby releases, terminates and cancels any mortgage, pledge or hypothecate made by the Trademark Grantor to the Collateral Agent pursuant to the Trademark Security Agreement.

3. (A) THIS RELEASE SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK; AND (B) THE VALIDITY OF THIS RELEASE, AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]


IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release to be executed as of the day and year first above written.

**CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent**

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE 1

REGISTERED TRADEMARKS

Trademark	Owner	Application Number	Filing Date	Registration Number	Registration Date
FIFTH STREET	Fifth Street Capital LLC	77339658	11/29/2007	3538323	11/25/2008
FIFTH STREET	Fifth Street Capital LLC	86463285	11/24/2014	4873003	12/22/2015
FIFTH STREET (and new F design)  FIFTH STREET	Fifth Street Capital LLC	85173247	11/10/2010	3996762	7/19/2011
FIFTH STREET FINANCE	Fifth Street Capital LLC	77345503	12/6/2007	3740508	1/19/2010
WHERE PARTNERSHIP MEETS	Fifth Street Capital LLC	85173241	11/10/2010	3981298	6/21/2011

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.