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NEW ASSIGNMENT
V

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gladstone Investment Corporation		10/30/2015	CORPORATION: DELAWARE
Gladstone Capital Corporation		10/30/2015	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Funko, LLC
Street Address:	1202 Shuksan Way
City:	Everett
State/Country:	WASHINGTON
Postal Code:	98203
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2520040	WACKY WOBBLER
Registration Number:	3123203	FUNKO
Registration Number:	4602218	MYSTERY MINIS
Registration Number:	4383839	BOXOS
Registration Number:	4746429	POP!

# **CORRESPONDENCE DATA**

Fax Number:

7036106200

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.

Phone:

703 610 6100

Email:

boxip@hoganlovells.com

**Correspondent Name:** 

Valerie Brennan, Hogan Lovells US LLP 7930 Jones Branch Drive, 9th Floor

Address Line 1: Address Line 2:

Attn: Box Intellectual Property

Address Line 4:

McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

039490.42

NAME OF SUBMITTER:

Valerie Brennan

SIGNATURE:

/vb/

**TRADEMARK** REEL: 005658 FRAME: 0670

900342735

DATE SIGNED:	10/30/2015
Total Attachments: 4	
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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "**Termination and Release**"), dated as of October 30, 2015, is by Gladstone Investment Corporation, a Delaware corporation, and Gladstone Capital Corporation, a Delaware corporation (collectively, together with their successors and assigns, the "**Secured Party**"), in favor of FUNKO LLC, a Washington limited liability company, located at 1202 Shuksan Way, Everett, Washington 98203 (the "**Grantor**").

#### WITNESSETH:

WHEREAS, reference is made to (i) that certain Security Agreement, dated as of May 29, 2013 among the Secured Party, the Grantor and the other grantors named therein (as amended, restated, supplemented or otherwise modified from to the date hereof, the "Security Agreement"), (ii) that certain Grant of Trademark Security Interest, dated as of May 29, 2013, by the Grantor in favor of the Secured Party (the "2013 Trademark Grant"), and (iii) that certain Supplement No. 1 to Grant of Trademark Security Interest, dated as of December 9, 2014, among the Grantor and the Secured Party (the "2014 Trademark Grant", together the 2013 Trademark Grant, the "Trademark Grants") (all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Trademark Grant, as applicable).

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the Trademark Grants, the Grantor granted to the Secured Party a continuing security interest in all of its right, title and interest in and to certain collateral, including without limitation the trademark registrations and trademark applications set forth on Schedule A hereto, together with the goodwill associated therewith (collectively, the "**Trademark Collateral**");

**WHEREAS**, the 2013 Trademark Grant was recorded with the U.S. Patent & Trademark Office on November 18, 2014 at Reel 5403 and Frame 0420;

WHEREAS, the 2014 Trademark Grant was recorded with the U.S. Patent & Trademark Office on December 10, 2014 at Reel 5416 and Frame 0811;

**WHEREAS**, the Secured Party now desires to terminate and release its security interest in and liens upon the Trademark Collateral; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- (a) the Secured Party hereby terminates, reassigns, releases and discharges any and all security interests and liens it has in the Trademark Collateral;
- (b) if and to the extent that the Secured Party has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor; and

(c) the Secured Party shall take all further actions, and provide to the Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor as may be reasonably necessary to more fully and effectively effectuate the purposes of this Termination and Release, in each case at the expense of the Grantor.

[signature page to follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GLADSTONE CAPITAL CORPORATION,

as Secured Party

Name: Christopher Daniel

Title: President

GLADSTONE INVESTMENT CORPORATION,

as Secured Party

Name: Christopher Daniel

Title: President

# <u>Schedule A</u> to Termination and Release of Security Interest in Trademark Rights

Owner	Registration or Serial Number	<u>Description</u>	Registration / File Date
Funko, LLC	2520040	WACKY WOBBLER	12/18/2001
Funko, LLC	3123203	FUNKO	08/01/2006
Funko, LLC	4602218	MYSTERY MINIS	09/09/2014
Funko, LLC	438839	BOXOS	08/13/2013
Funko, LLC	85816148	CUPCAKE	01/04/2013
		KEEPSAKES	
Funko, LLC	4746429	POP!	06/02/2015

**RECORDED: 10/30/2015**