TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM581489

SUBMISSION TYPE: NEW ASSIGNMENT

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gladstone Capital Corporation		06/16/2020	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	FSP USA, LLC	
Street Address:	322 Industrial Court	
City:	Concord	
State/Country:	NORTH CAROLINA	
Postal Code:	28025	
Entity Type:	Limited Liability Company: NORTH CAROLINA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5298104	SAFEWAZE
Registration Number:	5298261	SAFEWAZE

CORRESPONDENCE DATA

Fax Number:

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: 919-981-4000

Email: ip@williamsmullen.com

Correspondent Name: Andrew R. Shores

Address Line 1: 301 Fayetteville St., Suite 1700 Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	MITTER: Andrew R. Shores	
SIGNATURE:	/Andrew R. Shores/	
DATE SIGNED:	06/16/2020	

Total Attachments: 4

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> TRADEMARK REEL: 006971 FRAME: 0213

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of June 15, 2020 and is granted by Gladstone Capital Corporation, a Maryland Corporation (the "Secured Party"), in favor of FSP USA, LLC, a North Carolina limited liability company (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain <u>Pledge and Security Agreement</u> executed September 1, 2016 (the "Security Agreement") between the Grantor and the Secured Party, the Grantor executed and delivered to the Secured Party that certain <u>Grant of a Security Interest – Trademarks</u> by and between the Grantor and the Secured Party dated September 1, 2016 (the "Trademark Security Agreement" and, together with the Security Agreement, the "Security Agreements"):

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6879, Frame 0418 on October 18, 2019; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

- 1. Release of Security Interest. the Secured Party and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
 - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
 - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. The Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GLADSTONE CAPITAL CORPORATION

Name: JOHAL SATER/

Title: MANAGING DIRECTOR

Address for Notices: 1521 WESTREMAICH DE

Suite 100

MCLEAN, VA ZZIOZ

On the W day of June, 2020, before me personally appeared www Setter personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the same in [his/her] authorized capacity and same in [his/her] authorized capacity and his/her] and his/her] and his/her] and his/her] authorized capacity and his/her] and his/her] and his/her] and his

AND THE CAPITAL [PARTY], the Company transport [TYPE OF LEGAL ENTITY] described, and acknowledged the instrument to be the free act and deed of Glads for Capital [PARTY] for the

uses and purposes mentioned in the instrument.

Notary Public Printed Name:

Nune Marie Huddy Hornig

My Commission Expires:

10-31-23



SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
SAFEWAZE	US	5,298,104	9/26/17	FSP USA, LLC
SAFEWAZE	US	5,298,261	9/26/17	FSP USA, LLC

RECORDED: 06/16/2020