

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529472

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SMA, INC. | | 06/26/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MVC CAPITAL, INC. | | |
| Street Address: | 287 Bowman Avenue | | |
| Internal Address: | 2nd Floor | | |
| City: | Purchase | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10577 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2394627 | SM&A | |
| Registration Number: | 2132238 | QUICKSTART | |
| Registration Number: | 5456867 | TALENT ON DEMAND | |
| Registration Number: | 5456868 | TALENT ON DEMAND | |
| Registration Number: | 5456865 | TOD | |
| Registration Number: | 5551723 | ON | |
| Registration Number: | 4324120 | PURSUE. WIN. PERFORM. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025339099 | | |
| <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: | 202-467-8800 | | |
| Email: | mjhoran@vorys.com | | |
| Correspondent Name: | Vorys, Sater, Seymour and Pease LLP | | |
| Address Line 1: | P.O. Box 2255 - IPLAW@Vorys | | |
| Address Line 2: | ATTN: Laura T. Geyer | | |
| Address Line 4: | Columbus, OHIO 43216-2255 | | |
| ATTORNEY DOCKET NUMBER: | 73074-15 | | |
| NAME OF SUBMITTER: | Miranda Horan | | |

CH \$190.00 2394627

| | |
|---|----------------|
| SIGNATURE: | /MirandaHoran/ |
| DATE SIGNED: | 06/27/2019 |
| Total Attachments: 6 source=MVC Collateral Assignment of Trademarks - SMA#page1.tif source=MVC Collateral Assignment of Trademarks - SMA#page2.tif source=MVC Collateral Assignment of Trademarks - SMA#page3.tif source=MVC Collateral Assignment of Trademarks - SMA#page4.tif source=MVC Collateral Assignment of Trademarks - SMA#page5.tif source=MVC Collateral Assignment of Trademarks - SMA#page6.tif | |

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated as of June 26, 2019, is by and between SMA, INC., a Delaware corporation (together with its successors and assigns, the "Assignor"), and MVC CAPITAL, INC., a Delaware corporation, as Secured Party (together with its successors and assigns in such capacity, the "Secured Party"), and is as follows:

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among (a) Assignor, as a borrower, (b) SMA HOLDINGS, INC., a Delaware corporation ("Parent"), as a Credit Party, (c) the other Persons party thereto from time to time as Credit Parties, and (d) the Secured Party.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, Parent, the other grantors named therein from time to time and the Secured Party, pursuant to which the Assignor has granted to the Secured Party a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired and wherever located (collectively, the "Trademark Collateral"):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Assignor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), any such Intent to Use Application shall automatically be considered Trademark Collateral.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the Collateral, or any of Secured Party's rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement applicable to the Collateral are hereby incorporated into this Agreement mutatis mutandis and made applicable to all of the

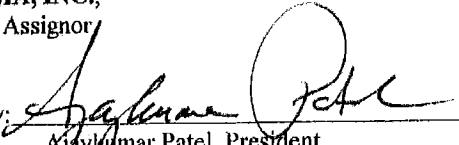
Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be “Collateral” for all purposes of the Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Document, which security interests and other Liens, Assignor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

Section 4. Miscellaneous. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SMA, INC.,
as Assignor

By: 
Ajaykumar Patel, President

Accepted and acknowledged by:

MVC CAPITAL, INC.,
as Secured Party

By: _____

Name: Michael T. Tokarz

Title: Chairman

SIGNATURE PAGE TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 006679 FRAME: 0423

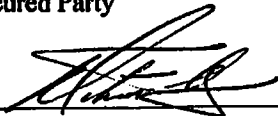
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SMA, INC.,
as Assignor

By: _____
Ajaykumar Patel, President

Accepted and acknowledged by:

MVC CAPITAL, INC.,
as Secured Party

By:  _____

Name: Michael T. Tokarz _____

Title: Chairman _____

SIGNATURE PAGE TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 006679 FRAME: 0424

Schedule A
to Collateral Assignment of
Trademarks

U.S. Federally-Registered Trademarks

| Mark | Serial Number | Filing Date | Registration Number | Registration Date |
|---|---------------|------------------|---------------------|-------------------|
| SM&A | 75475495 | April 27, 1998 | 2394627 | October 17, 2000 |
| QUICKSTART | 75208816 | December 5, 1996 | 2132238 | January 27, 1998 |
|  | 87405319 | April 10, 2017 | 5456867 | May 1, 2018 |
|  | 87405336 | April 10, 2017 | 5456868 | May 1, 2018 |
| TOD | 87405288 | April 10, 2017 | 5456865 | May 1, 2018 |
|  | 87406643 | April 11, 2017 | 5551723 | August 28, 2018 |
| PURSUE. WIN. PERFORM. | 85717686 | August 30, 2012 | 4324120 | April 23, 2013 |

Common-law Trade Names and Trademarks

SM&A