

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hartman Enterprises B.V.		03/27/2008	Corporation in the Netherlands:

RECEIVING PARTY DATA

Name:	ABN AMRO Bank N.V.
Street Address:	Gustav Mahlerlaan 10
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1082 PP
Entity Type:	Company in the Netherlands:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1493129	HARTMAN

CORRESPONDENCE DATA

Fax Number: (713)751-3290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 713-751-3290  
 Email: badams@kslaw.com  
 Correspondent Name: King & Spalding LLP - Bryan D. Adams  
 Address Line 1: 1100 Louisiana  
 Address Line 2: Suite 4000  
 Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	98901.008267 (ABN-AMRO)
-------------------------	-------------------------

DOMESTIC REPRESENTATIVE

Name: Bryan D. Adams  
 Address Line 1: 1100 Louisiana  
 Address Line 2: Suite 4000

OP \$40.00 1493129

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:

Bryan D. Adams

Signature:

/Bryan D. Adams/

Date:

06/19/2008

**Total Attachments: 35**

source=Registered deed of pledge of IP rights#page1.tif  
source=Registered deed of pledge of IP rights#page2.tif  
source=Registered deed of pledge of IP rights#page3.tif  
source=Registered deed of pledge of IP rights#page4.tif  
source=Registered deed of pledge of IP rights#page5.tif  
source=Registered deed of pledge of IP rights#page6.tif  
source=Registered deed of pledge of IP rights#page7.tif  
source=Registered deed of pledge of IP rights#page8.tif  
source=Registered deed of pledge of IP rights#page9.tif  
source=Registered deed of pledge of IP rights#page10.tif  
source=Registered deed of pledge of IP rights#page11.tif  
source=Registered deed of pledge of IP rights#page12.tif  
source=Registered deed of pledge of IP rights#page13.tif  
source=Registered deed of pledge of IP rights#page14.tif  
source=Registered deed of pledge of IP rights#page15.tif  
source=Registered deed of pledge of IP rights#page16.tif  
source=Registered deed of pledge of IP rights#page17.tif  
source=Registered deed of pledge of IP rights#page18.tif  
source=Registered deed of pledge of IP rights#page19.tif  
source=Registered deed of pledge of IP rights#page20.tif  
source=Registered deed of pledge of IP rights#page21.tif  
source=Registered deed of pledge of IP rights#page22.tif  
source=Registered deed of pledge of IP rights#page23.tif  
source=Registered deed of pledge of IP rights#page24.tif  
source=Registered deed of pledge of IP rights#page25.tif  
source=Registered deed of pledge of IP rights#page26.tif  
source=Registered deed of pledge of IP rights#page27.tif  
source=Registered deed of pledge of IP rights#page28.tif  
source=Registered deed of pledge of IP rights#page29.tif  
source=Registered deed of pledge of IP rights#page30.tif  
source=Registered deed of pledge of IP rights#page31.tif  
source=Registered deed of pledge of IP rights#page32.tif  
source=Registered deed of pledge of IP rights#page33.tif  
source=Registered deed of pledge of IP rights#page34.tif  
source=Registered deed of pledge of IP rights#page35.tif

**DEED OF PLEDGE**

**OF**

**IP RIGHTS**

between

**the companies listed in Schedule 1**  
each as Pledgor

and

**ABN AMRO Bank N.V.**  
as Pledgee

---

● ***NautaDutilh***

Strawinskylaan 1999  
1077 XV Amsterdam

---

27 March 2008

**TABLE OF CONTENTS**

1. DEFINITIONS AND INTERPRETATION..... 3  
2. CREATION AND REGISTRATION OF PLEDGE OVER IP RIGHTS  
..... 7  
3. INFORMATION UNDERTAKINGS ..... 9  
4. FURTHER ASSURANCES ..... 10  
5. REPRESENTATIONS AND WARRANTIES ..... 11  
6. GENERAL UNDERTAKINGS ..... 12  
7. IMMEDIATE FORECLOSURE ..... 14  
8. APPLICATION OF PROCEEDS..... 14  
9. CONTINUING SECURITY AND OTHER MATTERS ..... 14  
10. CANCELLATION AND TERMINATION OF PLEDGE..... 15  
11. CONFLICT..... 15  
12. LIABILITY ..... 15  
13. COSTS..... 15  
14. POWER OF ATTORNEY..... 16  
15. MISCELLANEOUS..... 16  
16. GOVERNING LAW AND JURISDICTION..... 17



**THIS DEED** is dated 27 March 2008 and made between:

1. the companies listed in Schedule 1 (each a "**Pledgor**"); and
2. **ABN AMRO Bank N.V.**, a company organised and existing under the laws of the Netherlands, whose corporate seat is at Amsterdam, acting as Security Agent for the Finance Parties (the "**Pledgee**")

**WHEREAS**

- A. Each Pledgor has or will have payment obligations towards the Finance Parties (as defined in the Facility Agreement (as defined hereafter));
- B. Each Pledgor has or will have payment obligations towards the Pledgee under or pursuant to the Parallel Debt (as defined in the Facility Agreement);
- C. Each Pledgor has agreed with the Finance Parties under Clause 11.4 of the Facility Agreement that the Pledgor enters into this Deed.

**IT IS AGREED** as follows

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions Facility Agreement**

Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreement have the same meanings when used in this Deed.

**1.2 Definitions**

In this Deed:

"**Article**" means an article of this Deed.

"**Copyrights**" means, in respect of a Pledgor, all and any of its copyrights.

"**Current IP Rights**" means collectively or, where the context permits, individually, the Copyrights, Database Rights, Designs, Internet Domain Names, Licensee Rights, Licenses,

50076450 AMS C 705692 / 20

Neighbouring Rights, Patents, Topographies, Trade Marks and Trade Names which are acquired, owned, held by, registered and/or applied for by, or in the name of, a Pledgor before or on the date of this Deed, or on another specified date, as the case may be.

**"Database Rights"**

means, with respect to a Pledgor, any and all of the rights of such Pledgor in a database.

**"Deed"**

means this deed of pledge of IP Rights.

**"Designs"**

means, in respect of a Pledgor, any and all drawings and designs, whether registered in the name of such Pledgor or unregistered community designs, including any applications for the same, including but not limited to the drawings and designs listed in Schedule 4.

**"Enforcement Event"**

means a default within the meaning of section 3:248 NCC with respect to the fulfilment of the Secured Obligations, provided that an Event of Default has occurred.

**"Facility Agreement"**

means the facilities agreement for Halcyon Holding B.V. and certain subsidiaries as original borrowers and/or original guarantors with ABN AMRO Bank N.V. and Coöperatieve Rabobank Enschede-Haaksbergen U.A. as mandated lead arrangers and ABN AMRO Bank N.V. as security agent and ABN AMRO Bank N.V. and Coöperatieve Rabobank Enschede-Haaksbergen U.A. as original lenders dated 27 March 2008.

**"Future IP Rights"**

means collectively or, where the context permits, individually, the Copyrights, Database Rights, Designs, Internet Domain Names, Licensee Rights, Licenses, Neighbouring Rights, Patents, Topographies, Trade Marks and Trade Names which are

acquired, owned, held by, registered and/or applied for by, or in the name of, a Pledgor after the date of signing of this Deed.

**"Internet Domain Names"**

means any and all internet domain names registered in the name of a Pledgor, including but not limited to the internet domain names listed in Schedule 8.

**"IP Rights"**

means collectively the Current IP Rights and Future IP Rights.

**"Licensee Rights"**

means any and all permissions of any kind whatsoever from any person or legal entity to a Pledgor, whether or not registered or in writing, entitling this Pledgor to use intellectual property or related rights owned by that person or legal entity in the course of this Pledgor's business, whether or not in return for a financial reimbursement.

**"Licenses"**

means any and all of a Pledgor's permissions to any person or legal entity to use any of the IP Rights, regardless of whether this permission is written or oral or in return for any financial or other reimbursement.

**"NCC"**

means the Netherlands Civil Code.

**"Neighbouring Rights"**

means any and all of a Pledgor's neighbouring rights.

**"Party"**

means a party to this Deed.

**"Patents"**

means, in respect of a Pledgor, any and all patent registrations and patent applications held by and/or registered in the name of such Pledgor, including but not limited to the patents listed in Schedule 5.

**"Pledge"**

means the rights of pledge created under this Deed.

- "Pledge Confirmation"** means the written notification to the relevant intellectual property register substantially in the form of Schedule 2.
- "Schedule"** means a schedule to this Deed
- "Secured Obligations"** means all present and future monetary payment obligations (*vorderingen tot voldoening van een geldsom*) owing by a Pledgor to the Pledgee under (i) the Parallel Debt and (ii) the Finance Documents, other than the Parallel Debt but only to the extent such payment obligations are due to the Pledgee itself and not to any of its assignees.
- "Security"** means a mortgage, charge, pledge lien or other security interest securing any obligation of any persons or any other agreements or arrangements having a similar effect.
- "Supplemental Pledge Deed"** means a deed of pledge substantially in the form set out in Schedule 3 or any other form the Pledgee may deem appropriate.
- "Topographies"** means, in respect of a Pledgor, any and all topographies of semiconductor products.
- "Trade Marks"** means, in respect of a Pledgor, any and all trade marks registered in the name of such Pledgor, and including all applications for the same, including but not limited to the trade marks listed in Schedule 6.
- "Trade Names"** means any and all of the names under which a Pledgor conducts its business, regardless of whether these names are registered trade names in the trade register of the Dutch Chamber of Commerce, including but not limited to the trade names specified in Schedule 7.





### 1.3 Interpretation

- a. Clause 1.2 (Construction) of the Facility Agreement applies *mutatis mutandis* to this Deed.
- b. Words denoting the singular include the plural and vice versa. Words denoting one gender include the other gender.
- c. The words "include", "included" or "including" are used to indicate that the matters listed are not a complete enumeration of all matters covered.
- d. No provision of this Deed is to be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- e. English language words used in this Deed intend to describe Netherlands legal concepts only and the consequences of the use of those words in English law or any other foreign law are to be disregarded.
- f. References in this Deed to any Finance Document will be deemed to include references to those agreements as they may be varied, amended, modified, novated or restated from time to time including by way of increase of the facilities or addition of new facilities made available under them or accession or retirement of the parties to these agreements. Similarly, references in this Deed to Secured Obligations will be deemed to include any obligations which the Pledgor may have to the Pledgee (or, with respect to the Parallel Debt, any of its successors or assignees) under or in connection with any Finance Document as they may be so varied, amended, modified, novated or restated from time to time (including by way of increase of the facilities made available under them or addition of new facilities, or by accession or retirement of parties to these agreements).

## 2. CREATION AND REGISTRATION OF PLEDGE OVER IP RIGHTS

### 2.1 Creation of pledge over IP Rights

As security for the payment when due of its Secured Obligations, each  
50076450 AMS C 705692 / 20

Pledgor agrees to create and, as far as Licenses, Licensee Rights and Internet Domain Names are concerned, subject to Article 2.5 (*Registration of Deed*) hereby creates, as the case may be in advance (*bij voorbaat*), in favour of the Pledgee a right of pledge (*pandrecht*) on its IP Rights, including dependent rights (*afhankelijke rechten*) and ancillary rights (*nevenrechten*). The Pledgee agrees to accept and hereby accepts these rights of pledge, where appropriate in advance.

## **2.2 Ranking**

If any of the rights of pledge purported to be created pursuant to Article 2.1 (*Creation of pledge over IP Rights*) cannot be first ranking as a result of Security created prior to the date of this Deed over any of the IP Rights, such rights of pledge shall nonetheless have been created pursuant to Article 2.1 (*Creation of pledge over IP Rights*) with the highest possible rank.

## **2.3 Future IP Rights**

In as far as necessary, in the sole opinion of the Pledgee, in respect of the Future IP Rights, each Pledgor undertakes to sign a Pledge Confirmation and to forward such signed Pledge Confirmation to the Pledgee, including an overview of the relevant Future IP rights, within 30 Business Days after the request hereto by the Pledgee. To the extent it may appear in the future that this Deed does not already create a valid right of pledge over the IP Rights, each Pledgor undertakes to grant the Pledgee a first ranking right of pledge on the IP Rights concerned, by executing a Supplemental Pledge Deed within 5 Business Days at the first request of the Pledgee thereto. The Pledgee accepts these rights of pledge, where appropriate in advance. Article 2.2 and 2.5 apply *mutatis mutandis*.

## **2.4 Scope IP Rights**

The Current and Future IP Rights are pledged, to the extent permitted by law, to the Pledgee, with all rights connected therewith, including but not limited to rights of prior use in connection with the IP Rights. In so far as necessary, each Pledgor hereby irrevocably authorises and gives power of attorney to the Pledgee to exercise such rights on behalf of such Pledgor on or following the occurrence of an Enforcement Event or upon the occurrence of a Default.

## **2.5 Registration of Deed**

The Pledgee shall immediately following the signing of this Deed and in any event no later than 5 Business Days after the date of this Deed (i) register this Deed with the relevant tax authorities and (ii) have the

50076450 AMS C 705692 / 20

integral Deed (or, alternatively, the Pledge Confirmation) registered or recorded in the relevant registers and/or with the relevant government agencies.

**2.6 Creation of third party effect**

Each right of pledge on the IP Rights created pursuant hereto has in any event effect against third parties upon the registration or recordal of the right of pledge in the relevant registers and/or with the relevant government agencies.

**2.7 Authorisation creation mortgage**

If and when the Pledgee, at any time and at the Pledgee's reasonable discretion, determines that a valid security right on the IP Rights must be established in the form of a mortgage on such rights, each Pledgor hereby authorises and gives an irrevocable power of attorney to the Pledgee (such authorisation not meaning that the Pledgee is required to take any of the following actions) to create on behalf of such Pledgor a first ranking right of mortgage on the IP Rights in favour of the Pledgee by executing a notarial deed for the purpose thereof, in the form to be determined by the Pledgee. Article 3:68 NCC shall not apply.

**2.8 Foreign jurisdictions**

To the extent it may appear in the future that this Deed does not create a valid and enforceable right of pledge over any of the IP Rights in any foreign jurisdiction, each Pledgor undertakes to, at first request of Pledgee, do anything to ensure that such right is created forthwith.

**3. INFORMATION UNDERTAKINGS**

**3.1 Information**

Each Pledgor shall provide the Pledgee with an updated overview of all of its Current IP Rights each calendar year ultimately on 31 August, in each case including all Current IP Rights in relation to the most recent collection marketed in that same calendar year. If requested by the Pledgee, each Pledgor shall attach to each Pledge Confirmation and Supplemental Pledge Deed a schedule specifying the then existing Current IP Rights. This schedule shall in each case (on its face or in a document attached to it) specify with respect to the Pledgor concerned:

- a. where relevant, the application/registration number and expiry date of the Current IP Rights;

- b. a description of the Current IP Rights; and
- c. any other information the Pledgee may reasonably request.

Non compliance with this Article 3.1 will not prejudice any rights of pledge created pursuant to this Deed and/or the Supplemental Pledge Deed.

**3.2 Additional information**

At the Pledgee's first reasonable request, each Pledgor must provide all information, evidence (including a detailed specification of the IP Rights), evidence and documents relating to the IP Rights which the Pledgee may deem necessary to exercise its rights under this Deed (including the enforcement of its rights of pledge and the creation of third party effect) and the perfection or protection of its security over the IP Rights. The Pledgee shall at all times during regular business hours be granted access to the premises of each Pledgor to inspect such premises and to inspect Pledgor's books relating to the IP Rights.

**3.3 Attachments and Disputes of IP Rights**

Each Pledgor shall notify the Pledgee without delay of any attachment (*beslag*) levied on any of its material IP Rights or any dispute with respect to any of its material IP Rights.

**3.4 Duty to notify**

Each Pledgor shall notify the Pledgee immediately of all circumstances of which it becomes aware which could affect the interests of the Pledgee, including but not limited to an application being filed for the Pledgor's bankruptcy (*faillissement*) or (provisional) suspension of payments (*voorlopige surseance van betaling*), the Pledgor being adjudicated bankrupt, the Pledgor being granted (provisional) suspension of payments, the Pledgor being unable to fully pay its debts in respect of taxes or social security premiums or planning to notify the relevant authorities thereof, an attachment being levied on the IP Rights, or an event analogous to any of the above occurring under the laws of any other jurisdiction.

**4. FURTHER ASSURANCES**

**4.1 Further assurances**

At the Pledgee's first reasonable request, each Pledgor shall execute any further encumbrances and assurances in favour of, or for the benefit of, the Pledgee, and do all acts and things as the Pledgee may reasonably

50076450 AMS C 705692 / 20

deem necessary to exercise its rights under this Deed (including the creation of the right of pledge over any of the IP Rights, the enforcement of the right of pledge and the creation of third party effect) and for the perfection or protection of the Pledge.

**4.2 Notice to third parties**

The Pledgee may give notice of the Pledge to any third party seeking recourse on the IP Rights.

**5. REPRESENTATIONS AND WARRANTIES**

**5.1 Representations and warranties**

Each Pledgor represents and warrants to the Pledgee that on the date of this Deed:

- a. it is the proprietor (*rechthebbende*) of the Current IP Rights and has full power to dispose (*beschikkingsbevoegd*) of them;
- b. except as permitted under the Facility Agreement, the IP Rights are not subject to any Security and no offer has been made or agreement entered into to create Security over the IP Rights and no attachment has been levied on the IP Rights;
- c. it has not granted any licenses except for the Licenses;
- d. the Current IP Rights are not the subject of any legal proceedings and/or disputes; and
- e. subject to Article 2.1 (*Creation of pledge over IP rights*), and Article 2.5 (*Registration of Deed*) as far as Licenses, Licensee Rights and Internet Domain Names are concerned, this Deed creates a valid first ranking right of pledge on the IP Rights.

**5.2 Repetition**

The representations and warranties in Article 5.1 (*Representations and warranties*) are deemed to be repeated by each Pledgor:

- a. each day a Pledgor acquires an IP Right and with respect to the IP Right then acquired; and
- b. three Business Days before the date on which funds are made available to a Pledgor under or pursuant to the Facility

50076450 AMS C 705692 / 20

Agreement,  
in each case by reference to the facts and circumstances existing at the  
time of repetition.

## 6. GENERAL UNDERTAKINGS

### 6.1 Disposal and negative pledge

Except as permitted under the Facility Agreement, no Pledgor shall  
without the prior written consent of the Pledgee:

- a. sell, transfer, abandon or otherwise dispose of any of its IP  
Rights;
- b. create or permit to subsist any Security on any of its IP Rights  
other than the Pledge; or
- c. vary the term or extend, release, determine, rescind or grant time  
for payment in respect of the Licenses and/or the Licensee Rights  
if the variation, release, determination, rescission or granting of  
time for payment in respect of the Licenses and/or Licensee  
Rights would have a material adverse effect on the Pledge.

### 6.2 Obligation of care

Subject to the terms of the Facility Agreement, each Pledgor must use its  
best efforts to defend the Pledgee's rights under this Deed.

### 6.3 IP Rights

- a. Subject to paragraph (b) of this Article 6.3., each Pledgor hereby  
and anytime after the date hereof undertakes to:
  - i. Maintenance: take all actions necessary, including paying  
maintenance and registration fees, monitoring  
prosecution, defending against third parties, and all other  
actions necessary to keep its IP Rights in force and valid  
worldwide and will do nothing to jeopardise its IP Rights  
now or in the future;
  - ii. No similar signs or marks: not, whether directly or  
indirectly, use in the Benelux resp. European Union,  
apply for or register any sign as a trade mark that under  
Benelux resp. European Community laws and in the  
reasonable opinion of the Pledgee, is identical or similar

to the Trade Marks pledged hereunder, with the exclusion of each Pledgor's right to use its Trade Marks in the normal course of its business and timely maintain and renew these Trade Marks;

- iii. Transfer or license of IP Rights: not sell, transfer, lend, lease, license or otherwise dispose of or grant any right in relation to any of its IP Rights without the Pledgee's prior written consent;
- iv. Forward documents: upon receipt forward to the Pledgee all material notices, reports, accounts, circulars and other documents relating to the IP Rights that are sent to the Pledgor concerned;
- v. Notice to Pledgee: forthwith inform the Pledgee of any fact relevant to and/or affecting either the pledge created under this Deed or the Pledgee's interests, including but not limited to any infringement of and/or claim with regard to any IP Right;
- vi. Notice to third parties: forthwith notify any third party of the Pledgee's right of pledge on the IP Rights at the first request of the Pledgee;
- vii. Use of Trade Marks: make normal and commercial adequate use of its Trade Marks in exact conformity with the registration thereof;
- viii. Safeguarding: use its reasonable endeavours including the commencement of legal proceedings, as may be reasonably necessary, to safeguard and maintain the validity, subsistence and/or registration of its IP Rights; and
- ix. Evidence of use: retain, for the duration of this Deed, evidence of the genuine use made of its Trade Marks. This evidence includes, but is not limited to, samples of product packaging, promotional material and copies of invoices to customers with the Trade Mark. Each Pledgor shall provide the Pledgee with this evidence of use upon the Pledgee's first request.

- b. Subject to the prior written consent of the Pledgee, such consent not to be unreasonable withheld, the Pledgor shall not be obliged to maintain, use, hold or safeguard any IP Right as set out in sub clause (i), (ii), (iii), (vii) and (viii) of paragraph (a) of this Article 6.3, if such IP Right is redundant in respect of the normal course of its trading.

## 7. IMMEDIATE FORECLOSURE

- a. Upon the occurrence of an Enforcement Event the Pledgee may, without notice or demand, sell or cause the IP Rights to be sold in accordance with applicable law.
- b. No Pledgor shall be entitled to file a request with the interim provisions judge (*voorzieningenrechter*) to request that the IP Rights be sold in a deviating manner as provided for in section 3:251 NCC. Nothing in the preceding sentence shall limit the right of the Pledgee to file such request.
- c. The Pledgee shall not be obliged to give notice of an intended sale as provided for in section 3:249 NCC, nor shall the Pledgee be obliged to give the notice following the sale as provided for in section 3:252 NCC.

## 8. APPLICATION OF PROCEEDS

The Pledgee shall apply the proceeds from the sale of the IP Rights towards satisfaction of the Secured Obligations in accordance with the provisions of the Facility Agreement, subject to mandatory provisions of Netherlands law.


## 9. CONTINUING SECURITY AND OTHER MATTERS

### 9.1 Continuing security

Each Pledge and the other rights under this Agreement extend to the ultimate balance from time to time of the Secured Obligations.

### 9.2 No prejudice

This Deed does not intend to prejudice, limit or affect any right of the Pledgee under any of the other Finance Documents.





**10. CANCELLATION AND TERMINATION OF PLEDGE****10.1 Cancellation**

The Pledgee is entitled to cancel each Pledge and the contractual arrangements created by this Deed in whole or in part by notice in writing (*opzegging*) to the relevant Pledgor.

**10.2 Termination**

Unless already terminated by operation of law, the Pledge shall terminate if the Pledgee has confirmed to the relevant Pledgor in writing that all Secured Obligations have been irrevocably paid in full and that no Secured Obligations could continue or arise in the future.

**11. CONFLICT**

If there is a conflict between this Deed and the Facility Agreement then (to the extent permitted by law) the provisions of the Facility Agreement will take priority over the provisions of this Deed.

**12. LIABILITY**

The Pledgee is not liable to a Pledgor for any loss or damage arising from:

- a. any sale or disposal of any IP Right (or any interest therein) by the Pledgee; or
- b. any exercise of, or failure to exercise, its rights under this Deed,

except for gross negligence or wilful misconduct (*opzet of grove schuld*) of the Pledgee.

**13. COSTS**

The Pledgee may charge costs and expenses in accordance with the Facility Agreement. The costs for registration of the Pledge with the relevant tax authorities, registers and government agencies shall be borne by the Pledgors.



**14. POWER OF ATTORNEY**

Each Pledgor grants to the Pledgee an irrevocable power of attorney with the power of sub-delegation to perform and do all acts on behalf of the Pledgor which in the sole opinion of the Pledgee are necessary in order to protect the IP Rights and to perfect the Pledge or to have the full benefit thereof (including performing any of the Pledgor's obligations under this Deed and exercising any of the Pledgor's rights to the IP Rights). The Pledgee may act as counter party of the Pledgor even in the event of a conflict of interest. Each Pledgor waives its rights under section 3:68 NCC, which waiver is hereby accepted by the Pledgee.

**15. MISCELLANEOUS****15.1 No Rescission**

To the extent permitted by law, each Pledgor hereby waives its rights under section 6:228 NCC and section 6:265 NCC inclusive to rescind, or demand in legal proceedings the rescission of, this Deed, which waivers are hereby accepted by the Pledgee.

**15.2 Transfer of rights and obligations**

a. Subject to the terms of the Facility Agreement the Pledgee may transfer its contractual rights and obligations under this Deed by means of an assignment (*cessie*) and transfer of debt (*schuldoverneming*) or a transfer of legal relationship (*contractsoverneming*). Each Pledgor hereby in advance irrevocably: (i) gives its consent (*toestemming*) to any such assignment by the Pledgee, and (ii) provides its cooperation (*medewerking*) to any such transfer of rights and obligations by the Pledgee by means of a transfer of legal relationship.

b. Each Pledgor and the Pledgee explicitly agree and declare that upon transfer, assignment or pledge of the Secured Obligations, or a part thereof, the transferee or pledgee will become entitled to the right of pledge purported to be created under this Deed, or to a corresponding part of the Secured Obligations, as the case may be.

**15.3 Notice**

Any notice or other communication under or in connection with this Deed must be made in accordance with the Facility Agreement.



**15.4 Partial Invalidity**

In the event that a provision of this Deed is invalid, illegal, non binding, or unenforceable (either in whole or in part) under the law of any jurisdiction, the remainder of this Deed continues to be effective to the extent that, in view of the Deed's substance and purpose, the remainder is not inextricably related to and therefore inseverable from the invalid, illegal, non binding or unenforceable provision. The Parties will make every effort to reach agreement on a new article which differs as little as possible from the invalid, illegal, non binding or unenforceable provision, taking into account the substance and purpose of this Deed.

**15.5 Amendment**

This Deed may only be amended by a written agreement.

**15.6 No Implied Waiver, No "Rechtsverwerking"**

- a. Any waiver under this Deed must be given by notice to that effect.
- b. Where a Party does not exercise any right under this Deed (which includes the granting by a Party to any of the other Parties of an extension of time in which to perform its obligations under any of these provisions), this is not deemed to constitute a forfeiture of that Party's right under this Deed (*rechtsverwerking*).

**15.7 Evidence of Secured Obligations**

The records of any of the Finance Parties are conclusive evidence (*dwingend bewijs*) of the existence and the amount of the Secured Obligations.

**16. GOVERNING LAW AND JURISDICTION****16.1 Governing Law**

- a. This Deed is to be governed by and construed in accordance with the laws of the Netherlands.
- b. If a party to this Deed is represented by an attorney in connection with the signing and/or execution of this Deed or any other deed, agreement or document referred to in this Deed or made pursuant to this Deed and the relevant power of attorney is governed by the laws of the Netherlands, it is hereby expressly acknowledged and accepted by the other parties to this Deed that such laws shall govern the existence and the extent of such attorney's authority

and the effects of the exercise thereof.

**16.2 Jurisdiction**

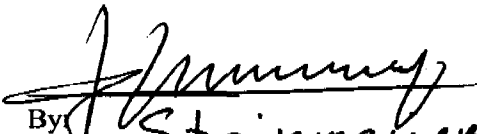
Any dispute arising out of or in connection with this Deed is to be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands. This Article 16.2 is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction.

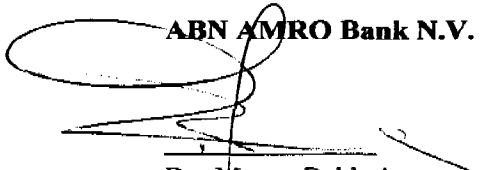
This Deed has been entered into on the date stated at the beginning of this Deed and may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were a single copy of this Deed.

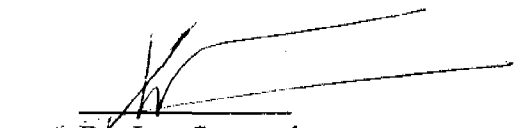
**SIGNATURES**

On behalf of all companies under I.

- Halcyon Holding B.V.**
- Hartman Enterprises B.V.**
- Hartman Moulds B.V.**
- Hartman Outdoor Products B.V.**
- Hartman OG B.V.**
- Hartman Vlotact B.V.**

  
By: Steinmeijer  
Title:

**ABN AMRO Bank N.V.**  
  
By: Marco Bekhuis  
Title: Authorised signatory

  
By: Jaap Spoorenberg  
Title: Authorised signatory



**SCHEDULE 1**  
**LIST OF PLEDGORS**

1. Halcyon Holding B.V., a company organised and existing under the laws of the Netherlands, whose corporate seat is at Enschede;
2. Hartman Enterprises B.V., a company organised and existing under the laws of the Netherlands, whose corporate seat is at Enschede;
3. Hartman Moulds B.V., a company organised and existing under the laws of the Netherlands, whose corporate seat is at Enschede;
4. Hartman Outdoor Products B.V., a company organised and existing under the laws of the Netherlands, whose corporate seat is at Enschede;
5. Hartman OG B.V., a company organised and existing under the laws of the Netherlands, whose corporate seat is at Enschede; and
6. Hartman Vlotact B.V., a company organised and existing under the laws of the Netherlands, whose corporate seat is at Enschede.

**SCHEDULE 2**  
**PLEDGE CONFIRMATION**

**Pledge Confirmation**

[IP Register]

[Address]

[Place]

[Country]

[Date]

Dear Sirs,

**Re: pledge of IP Rights**

We hereby inform you that pursuant to the Deed of Pledge of IP Rights dated 27 March 2008, a right of pledge on all of its current and future intellectual property rights was created by [...], with its corporate seat at [...], the Netherlands, and having its registered office at [...], the Netherlands, trade register number [...], in favour of ABN AMRO Bank N.V.

**[This is to confirm that on [...], [...] has become the owner of certain IP Rights.]**

[...], in order to secure the prompt performance and payment in full of the Secured Obligations, hereby confirms that the IP Rights (particulars of which are set forth in the annex to this letter) are pledged to [...] and requests to kindly have this right of pledge recorded in the register as soon as possible.

Yours sincerely,

[name]

**[attach list of IP Rights, where relevant with application/registration numbers]**

**SCHEDULE 3**  
**FORM OF SUPPLEMENTAL PLEDGE DEED**

[ ] ("Pledgee")  
[fax number]  
Attn: [name]

[date]

Dear Sirs,

Reference is made to the Deed of Pledge of IP Rights, dated 27 March 2008 between the Pledgee and the undersigned (the "Deed").

1. The provisions of the Deed apply mutatis mutandis to this deed and are included in this deed by means of cross-reference. Capitalised terms in this Supplemental Pledge Deed have the meanings ascribed to them in the Deed.
2. This is a Supplemental Pledge Deed.
3. As security for the payment when due of the Secured Obligations we hereby create and, as far as Licenses, Licensee Rights and Internet Domain Names are concerned, subject to Article 2.5 of the Deed, as the case may be in advance (*bij voorbaat*), in favour of the Pledgee a first ranking right of pledge (*pandrecht eerste in rang*) on all IP Rights (to the extent not already pledged to the Pledgee) and all rights attached to the IP Rights, including dependent rights (*afhankelijke rechten*) and ancillary rights (*nevenrechten*).
4. We repeat the representations and warranties set out in Article 5 (*Representations and warranties*) of the Deed.
5. Immediately following the signing of this Supplemental Pledge Deed, and in any event no later than 5 Business Days after the date of this Supplemental Pledge Deed, we will (i) register this Supplemental Pledge Deed with the relevant tax authorities and provide a copy of the registered Deed to the Pledgee without delay and (ii) have the integral Deed and/or Supplemental Pledge Deed (or, alternatively, a Pledge Confirmation) registered or recorded in the relevant registers and/or with the relevant government agencies.

50076450 AMS C 705692 / 20



[Pledgor]

for approval:

[Pledgee]

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:



**SCHEDULE 4**  
**DESIGNS**

**Designs to which Hartman Enterprises B.V. owns the design rights**

<b>Territory</b>	<b>Reg. no.</b>	<b>Subject</b>	<b>Design</b>
EU	000500681-01	<i>Stoel Angelo ( 8 modellen)</i>	<i>Bellini dining</i>
EU	000500681-02	<i>Stoel Angelo ( 8 modellen)</i>	<i>Bellini recliner</i>
EU	000500681-03	<i>Stoel Angelo ( 8 modellen)</i>	<i>Alu-textileen-opklapbare arm recliner - OCO</i>
EU	000500681-04	<i>Stoel Angelo ( 8 modellen)</i>	<i>Alu-textileen-opklapbare arm dining - OCO</i>
EU	000500681-05	<i>Stoel Angelo ( 8 modellen)</i>	<i>Commerciële Da Vinci recliner - OCO</i>
EU	000500681-06	<i>Stoel Angelo ( 8 modellen)</i>	<i>Commerciële Da Vinci dining - OCO</i>
EU	000500681-07	<i>Stoel Angelo ( 8 modellen)</i>	<i>Lorenzo recliner met draaimechanisme - OCO</i>
EU	000500681-08	<i>Stoel Angelo ( 8 modellen)</i>	<i>Lorenzo dining</i>
EU	69950-01	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Sagitta dining</i>
EU	69950-02	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Sagitta recliner</i>
EU	69950-03	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Venturi dining</i>
EU	69950-04	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Venturi recliner</i>
EU	69950-05	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Magic dining (ronde rug alu met teak armleg.)</i>
EU	69950-06	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Spirit (alu met teak armleggers)</i>
EU	69950-07	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Vitae (alu met teak armleggers)</i>
EU	69950-08	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Jazz dining high back</i>
EU	69950-09	<i>STOELEN EN TAFELS (27-voudig)</i>	<i>Jazz dining high back</i>

		(27-voudig)	
EU	69950-10	STOELEN EN TAFELS (27-voudig)	Jazz dining low back
EU	69950-11	STOELEN EN TAFELS (27-voudig)	Jazz dining low back
EU	69950-12	STOELEN EN TAFELS (27-voudig)	Vintage dining (kunststof)
EU	69950-13	STOELEN EN TAFELS (27-voudig)	Vintage dining (kunststof)
EU	69950-14	STOELEN EN TAFELS (27-voudig)	Vintage recliner (kunststof)
EU	69950-15	STOELEN EN TAFELS (27-voudig)	Vintage recliner (kunststof)
EU	69950-16	STOELEN EN TAFELS (27-voudig)	Concept table volledig aluminium met inlays
EU	69950-17	STOELEN EN TAFELS (27-voudig)	Artist dining
EU	69950-18	STOELEN EN TAFELS (27-voudig)	Artist dining
EU	69950-19	STOELEN EN TAFELS (27-voudig)	Artist dining volledig alu
EU	69950-20	STOELEN EN TAFELS (27-voudig)	Alpha Eucalyptus dining
EU	69950-21	STOELEN EN TAFELS (27-voudig)	Alpha Eucalyptus recliner
EU	69950-22	STOELEN EN TAFELS (27-voudig)	Omega Eucalyptus table
EU	69950-23	STOELEN EN TAFELS (27-voudig)	Boa dining
EU	69950-24	STOELEN EN TAFELS (27-voudig)	Boa recliner
EU	69950-25	STOELEN EN TAFELS (27-voudig)	Concept table volledig teak
EU	69950-26	STOELEN EN TAFELS (27-voudig)	Espace 190x115 cm
EU	69950-27	STOELEN EN TAFELS (27-voudig)	Espace 265x115 cm
EU	69968-01	STOEL Palmcollect 3- voudig	RVS dining (rvs draadwerk)
EU	69968-02	STOEL Palmcollect 3- voudig	RVS dining (teak of wit kunststof rug-zit)

50076450 AMS C 705692 / 20

TRADEMARK  
REEL: 003799 FRAME: 0658



EU	69968-03	<i>STOEL Palmcollect 3-voudig</i>	<i>RVS dining (batyline - textileen)</i>
EU	248091-01	<i>STOEL Barcelona+Triangle tafel (2 voudig)</i>	<i>Barcelona chair - Setpoint</i>
EU	000248091-02	<i>STOEL Barcelona+Triangle tafel (2 voudig)</i>	<i>Triangular table teak hout</i>
EU	000365127-01	<i>ALU stoel (4x) + vuurkorf</i>	<i>Giugiaro model alu/alu insert dining</i>
EU	000365127-02	<i>ALU stoel (4x) + vuurkorf</i>	<i>Giugiaro model alu/alu/textileen insert dining</i>
EU	000365127-03	<i>ALU stoel (4x) + vuurkorf</i>	<i>Giugiaro model alu/wicker dining</i>
EU	000365127-04	<i>ALU stoel (4x) + vuurkorf</i>	<i>Santos lounge chair (wicker)</i>
EU	000365127-05	<i>ALU stoel (4x) + vuurkorf</i>	<i>Vuurkorf/coffeetable wicker/stone top</i>
INT	DM/027165	<i>Stoel (Royal Prestige) 2-voudig</i>	<i>Royal Prestige</i>
INT	DM/027165	<i>Chaise Longue (Solarius) 2-voudig</i>	<i>Solarius lounge</i>
INT	DM/037142	<i>COUNTRY LIGBED</i>	<i>Country ligbed</i>
INT	DM/036532	<i>Stapelstoel cottage club</i>	<i>Country dining (was voorheen Cottage Club)</i>
INT	DM/044610	<i>Stoel village club stapelstoel</i>	<i>Village club</i>
INT	DM/048674	<i>Stoel DA VINCI ( 7 modellen)</i>	<i>Da Vinci dining</i>
INT	DM048674	<i>Stoel DA VINCI ( 7 modellen)</i>	<i>Da Vinci recliner</i>
INT	DM048674	<i>Stoel DA VINCI ( 7 modellen)</i>	<i>Da Vinci twee zitsbank</i>
INT	DM/048674	<i>Stoel DA VINCI ( 7 modellen)</i>	<i>Da Vinci lounge</i>
INT	DM/048674	<i>Stoel DA VINCI ( 7 modellen)</i>	<i>Da Vinci hoeker/footstool</i>
INT	DM/048674	<i>Stoel DA VINCI ( 7 modellen)</i>	<i>Da Vinci trolley</i>
INT	DM/048674	<i>Stoel DA VINCI ( 7 modellen)</i>	<i>Duet crossleg chair</i>

50076450 AMS C 705692 / 20

		<i>modellen)</i>	
INT	DM/056443	<i>FURNITURE (6 modellen)</i>	<i>Mystras dining (alu/textileen)</i>
INT	DM/056443	<i>FURNITURE (9 modellen)</i>	<i>Naamloos (alu/wicker rug+ zit)</i>
INT	DM/056443	<i>FURNITURE (9 modellen)</i>	<i>Torone dining (alu/wicker met houten armlegger)</i>
INT	DM/056443	<i>FURNITURE (9 modellen)</i>	<i>Boga recliner (kunststof)</i>
INT	DM/056443	<i>FURNITURE (9 modellen)</i>	<i>Boga lounge/ligbed (kunststof)</i>
INT	DM/056443	<i>FURNITURE (9 modellen)</i>	<i>Boga dining (kunststof)</i>
INT	DM/056712	<i>LIGBED + 2x STOEL ( 3 modellen)</i>	<i>Albion dining</i>
INT	DM/056712	<i>LIGBED + 2x STOEL ( 3 modellen)</i>	<i>Hydras lounge (wicker met teak armleggers)</i>
INT	DM/056712	<i>LIGBED + 2x STOEL ( 3 modellen)</i>	<i>Resalu recliner (alu/kunststof)</i>
INT	DM/052975	<i>Stoel Alesia dining ( 2 modellen)</i>	<i>Alesia dining</i>
INT	DM/052975	<i>Stoel Alesia verstelb. ( 2 modellen)</i>	<i>Alesia recliner</i>
EU	000615877-01	<i>Tafel Raffaello (4 modellen)</i>	<i>Raffaello lounge table</i>
EU	000615877-02	<i>Tafel Raffaello (4 modellen)</i>	<i>Raffaello square table</i>
EU	000615877-03	<i>Tafel Raffaello (4 modellen)</i>	<i>Raffaello 200x100 cm teak top</i>
EU	000615877-04	<i>Tafel Raffaello (4 modellen)</i>	<i>Raffaello 200x100 cm stone top</i>
EU	000781786-0001	<i>Bermuda dining chair (17 X)</i>	<i>Bermuda dining chair</i>
EU	000781786-0002	<i>Bermuda loungechair</i>	<i>Bermuda loungechair</i>
EU	000781786-0003	<i>Bermuda bank</i>	<i>Bermuda bank</i>
EU	000781786-0004	<i>Bermuda sidetable</i>	<i>Bermuda sidetable</i>
EU	000781786-0005	<i>Bermuda coffeetable</i>	<i>Bermuda coffeetable</i>

50076450 AMS C 705692 / 20

EU	000781786-0006	<i>Kos loungechair</i>	<i>Kos loungechair</i>
EU	000781786-0007	<i>Kos bank</i>	<i>Kos bank</i>
EU	000781786-0008	<i>Kos coffeetable</i>	<i>Kos coffeetable</i>
EU	000781786-0009	<i>Bolzani diningchair</i>	<i>Bolzani diningchair</i>
EU	000781786-0010	<i>Bolzani recliner chair</i>	<i>Bolzani recliner chair</i>
EU	000781786-0011	<i>Bolzani armlegger</i>	<i>Bolzani armlegger</i>
EU	000781786-0012	<i>Sorrento-teak loungechair</i>	<i>Sorrento-teak loungechair</i>
EU	000781786-0013	<i>Sorrento-teak bank</i>	<i>Sorrento-teak bank</i>
EU	000781786-0014	<i>Sorrento-teak coffeetable</i>	<i>Sorrento-teak coffeetable</i>
EU	000781786-0015	<i>Sorrento-teak sidetable met lade</i>	<i>Sorrento-teak sidetable met lade</i>
EU	000781786-0016	<i>Allegra recliner chair</i>	<i>Allegra recliner chair</i>
EU	000781786-0017	<i>Allegra dining chair</i>	<i>Allegra dining chair</i>

**Designs to which Hartman Outdoor Products B.V. owns the design rights**

<b>Territory</b>	<b>Reg. no.</b>	<b>Design</b>
EU	000545306-0001	<i>Tables</i>
EU	000545306-0002	<i>Chairs [seats]</i>
EU	000545306-0003	<i>Chairs [seats]</i>
EU	000545306-0004	<i>Chairs [seats]</i>
EU	000545306-0005	<i>Tables</i>
EU	000545306-	<i>Chairs [seats]</i>

	0006	
EU	000545306-0007	<i>Chairs [seats]</i>
EU	000563598-0001	<i>Chairs</i>
EU	000563598-0002	<i>Chairs</i>
EU	000563598-0003	<i>Chairs</i>
EU	000563598-0004	<i>Chairs</i>
EU	000563598-0005	<i>Chairs</i>
EU	000563598-0006	<i>Chairs</i>
EU	000563598-0007	<i>Chairs</i>
EU	000563598-0008	<i>Chairs</i>
EU	000563598-0009	<i>Chairs</i>
EU	000563598-0010	<i>Chairs</i>
EU	000563598-0011	<i>Chairs</i>
EU	000563598-0012	<i>Chairs</i>

**SCHEDULE 5**  
**PATENTS**

**Overview patents and patent applications owned by Hartman Enterprises B.V.**

<b>Patent</b>	<b>Type</b>	<b>Registration no.</b>
<i>Meubel met vast-geschuimde kussens</i>	NL	NL 1024183
<i>Zetel met veilige armlegger</i>	NL	NL 1024189

**Overview patents and patent applications registered in the name of Hartman Groep B.V.\***

<b>Patent</b>	<b>Type</b>	<b>Registration no.</b>
<i>Beengestel voor een opklapmeubel en scharnierdeel voor een beengestel</i>	EP	EP 0456008

\* This right has been transferred to Hartman Enterprises B.V.






**Overview patents and patent applications registered in the name of Hartman Outdoor Products B.V.**

<b>Patent</b>	<b>Type</b>	<b>Registration no.</b>
<i>Längenverstellbares Bein für Stühle, Tische oder dergleichen</i>	GER	43191258







**SCHEDULE 6**  
**TRADE MARKS**

**Overview trade marks and trade mark applications owned by Hartman  
Enterprises B.V.**

Trade mark	Type mark	Registration no.
SETPOINT	CTM	3719424
	CTM	1884873
HARTMAN+hartje	USA	1493129
	INT	521495
Hattersley	CTM	915421
HARTMAN GO LIVE OUTSIDE	CTM	2232437
	CTM	1950112
Hartman + hart in zwart ovaal-beeldmerk	CTM	4254199
	CTM	1950237
	CTM	1950161

50076450 AMS C 705692 / 20

	CTM	1950260
	BX	517318
	INT	594690
	BX	455198
RENASOL	CTM	6118971 ( <i>application</i> )
RENASOL	INT	942103
PRESTON	CTM	1585694
MESCH	GER	39760880
MESCH	AUS	759183
MESCH	INT	692666

**Overview trade marks and trade mark applications registered in the name of Hartman Groep B.V.\***

Trade mark	Type mark	Registration no.
RECYCOLOGIE	BX	455197
RESALU	BX	689375
VISION-TEX	CTM	3261039
Hartman + hart	Bolivia	C73369
Hartman + hart	Canada	308912
Hartman + hart	Denmark	6301992
Hartman + hart	Finland	108484
Hartman + hart	Ireland	129613
Hartman + hart	Norway	137487
Hartman + hart	Sweden	218353
Hartman + hart	Argentina	1992898
BEMICO	INT	535575

50076450 AMS C 705692 / 20

BEMICO	INT	535582
HERMITAGE SELECTION	Brasil	819303054

\* Those rights have been transferred to Hartman Enterprises B.V.



**SCHEDULE 7**  
**TRADE NAMES**

<b>Entity</b>	<b>Trade names</b>
<b>Halcyon Holding B.V.</b>	Halcyon Holding B.V.
<b>Hartman Enterprises B.V.</b>	Hartman Enterprises B.V.
	Hartman Enterprises
<b>Hartman Moulds B.V.</b>	Hartman Moulds B.V.
<b>Hartman Outdoor Products B.V.</b>	Hartman Outdoor Products B.V.
<b>Hartman OG B.V.</b>	Hartman OG B.V.
<b>Hartman Vlotact B.V.</b>	Hartman Vlotact B.V.

50076450 AMS C 705692 / 20

TRADEMARK  
REEL: 003799 FRAME: 0667

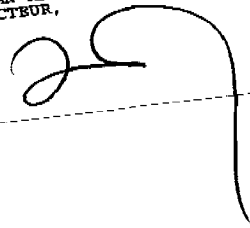
**SCHEDULE 8**  
**INTERNET DOMAIN NAMES**

**Overview internet domain names owned by Hartman Groep B.V.\***

Domain name
hartman.nl

\* Transferred to Hartman Enterprises B.V.

GEREGISTREERD IN  
D.D. 28-03-2008  
4.8010989.007  
€ \*\*\*\*\*0,00  
ENKEL-VOUD  
TE AMSTERDAM  
IN REG. 4 ONDER NUMMER:  
RENVOOI (KN): GEEN  
KOSTEN VAN REGISTRATIE:  
DE INSPECTEUR,  
Z ISIK



50076450 AMS C 705692 / 20

