

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stahl (USA) Inc.		02/26/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	J.P. Morgan Europe Limited		
Street Address:	125 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2Y 5AJ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0765709		
CORRESPONDENCE DATA			
Fax Number:	(212)610-6399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-610-6300		
Email:	laurie.emmer@newyork.allenoverly.com		
Correspondent Name:	Laurie Emmer		
Address Line 1:	1221 Avenue of the Americas		
Address Line 2:	Allen & Overy LLP		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	F125386		
DOMESTIC REPRESENTATIVE			
Name:	Laurie Emmer		
Address Line 1:	1221 Avenue of the Americas		
Address Line 2:	Allen & Overy LLP		

OP \$40.00 0765709

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**TRADEMARK
 REEL: 004167 FRAME: 0347**

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:

Christine Steenman

Signature:

/Christine Steenman/

Date:

03/15/2010

Total Attachments: 4

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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), dated as of FEBRUARY 26, 2010, is made by Stahl (USA) Inc. (the "**Grantor**") in favor of JP Morgan Europe Limited, as agent (in such capacity the "**Security Trustee**") for the Secured Creditors (as defined the Amended Intercreditor Agreement referred to below).

WHEREAS, the Grantor has entered into a supplemental agreement dated FEBRUARY 24, 2010 (the "**Supplemental Agreement**") which amends and restates a certain senior and second lien facilities agreement dated June 23, 2006 (the "**Existing Facilities Agreement**", and as amended by the Supplemental Agreement, the "**Amended Facilities Agreement**") with, among others, Winvest Part 4 S.A. as TopCo ("**TopCo**"), Winvest Part B.V. as Holdco ("**Holdco**"), Stahl Holdings B.V. as Parent (the "**Parent**") and the Security Trustee.

WHEREAS, the Grantor has entered into a revolving credit facility agreement dated FEBRUARY 26, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Super Senior Revolving Credit Facility Agreement**") with, among others, Topco, Holdco, the Parent, JP Morgan Chase Bank as Original Issuing Bank and the Security Trustee.

WHEREAS, the Grantor has entered into an intercreditor amendment deed dated FEBRUARY 26, 2010 (the "**Intercreditor Amendment Deed**") which amends a certain intercreditor agreement dated June 23, 2006 (the " **Existing Intercreditor Agreement**", and as amended by the Intercreditor Amendment Deed, the "**Amended Intercreditor Agreement**") with, among others, TopCo, Holdco, the Parent and the Security Trustee.

WHEREAS, the Grantor, along with others, has executed and delivered that certain security agreement dated as of FEBRUARY 26, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Trustee for the ratable benefit of the Secured Creditors, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security**

The Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Creditors under the Security Agreement a security interest in and to all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Trademark Collateral**"); and
- 1.2 all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Security Trustee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this IP Security Agreement, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. **Recordation**

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

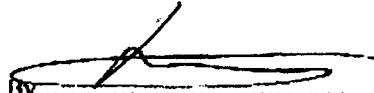
4. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Stahl (USA) Inc.



By

Name: *H.P. van Begeren*

Title: *Director*

Address:

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.....

Email Address:

Signature Page to IP Security Agreement

SCHEDULE A

TRADEMARKS

Trademark	Jurisdiction	Application No.	Registration No.	Filing Date	Registration Date
1. TIGER HEAD DESIGN	USA	72/14367	765709	2nd April, 1962	3rd March 1965

0073742-0000165 NY:9562307.1

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