

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
Abiquo Inc.		04/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kreos Capital III (Luxembourg) S.A.R.L.		
Street Address:	65 Boulevard Grande		
City:	Duchesse Charlotte L-1331		
State/Country:	LUXEMBOURG		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77930678	ABIQUO	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			
Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Robin E. Silverman		

OP \$40.00 77930678

900161863

TRADEMARK
REEL: 004203 FRAME: 0294

Signature:	/Robin E. Silverman/
Date:	05/11/2010
<p>Total Attachments: 32</p> <p>source=Kreos Security Agreement#page1.tif source=Kreos Security Agreement#page2.tif source=Kreos Security Agreement#page3.tif source=Kreos Security Agreement#page4.tif source=Kreos Security Agreement#page5.tif source=Kreos Security Agreement#page6.tif source=Kreos Security Agreement#page7.tif source=Kreos Security Agreement#page8.tif source=Kreos Security Agreement#page9.tif source=Kreos Security Agreement#page10.tif source=Kreos Security Agreement#page11.tif source=Kreos Security Agreement#page12.tif source=Kreos Security Agreement#page13.tif source=Kreos Security Agreement#page14.tif source=Kreos Security Agreement#page15.tif source=Kreos Security Agreement#page16.tif source=Kreos Security Agreement#page17.tif source=Kreos Security Agreement#page18.tif source=Kreos Security Agreement#page19.tif source=Kreos Security Agreement#page20.tif source=Kreos Security Agreement#page21.tif source=Kreos Security Agreement#page22.tif source=Kreos Security Agreement#page23.tif source=Kreos Security Agreement#page24.tif source=Kreos Security Agreement#page25.tif source=Kreos Security Agreement#page26.tif source=Kreos Security Agreement#page27.tif source=Kreos Security Agreement#page28.tif source=Kreos Security Agreement#page29.tif source=Kreos Security Agreement#page30.tif source=Kreos Security Agreement#page31.tif source=Kreos Security Agreement#page32.tif</p>	



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TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 8, 2010, by and between ABIQUO INC., a Delaware corporation ("Debtor"), and KREOS CAPITAL III (LUXEMBOURG) S.A.R.L., a company incorporated in the Duchy of Luxembourg ("Secured Party").

RECITALS

A. Debtor is a wholly owned subsidiary by the Spanish company Abiquo Holdings, S.L. Secured Party and Abiquo Holdings, S.L. have entered into that certain Loan Agreement dated April 8, 2010, as the same may be amended, renewed, restated or extended from time to time (the "Loan Agreement").

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Secured Party under the Loan Agreement and the Security Documents (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Secured Party a continuing security interest in all U.S. registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, including, but not limited to, those trademarks of Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the obligations of the Debtor to the Secured Party under or pursuant to the terms of the Loan Agreement (the "Obligations"). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. Schedule A sets forth all United States registrations and applications owned by Debtor as of the date hereof.

2.2. As of the date hereof, to the best of Debtor's knowledge, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full corporate power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of any Collateral to the extent commercially practicable.

3. **Covenants.** Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire any new US registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto. Debtor shall give to Secured Party written notice thereof in accordance with Section 15.2.1 of the Loan Agreement, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the Loan Agreement, each Security Document and the applicable Uniform Commercial Code.

5. **Attorney-in-Fact.** Debtor hereby appoints Secured Party, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Secured Party reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Secured Party (or Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement or any other Security Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, by any other Security Document, or by



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any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the Loan Agreement, any other Security Document or any other security agreement or other agreement now or hereafter existing between Debtor and Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of Delaware.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart signature page may be attached to the body of a copy this Agreement to form a complete integrated whole.

[balance of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives in Barcelona (Spain), on April 8, 2010.

ABIQUO INC.

By: 

Name: Ms. Helena Torras de la Serna

**KREOS CAPITAL III (LUXEMBOURG)
S.À.R.L.**

By: 

Name: Ms. Maria Macián Martínez

[Trademark Security Agreement]



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Schedule A

Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date
ABIQUO	77930678	February 8, 2010		

ES COPIA que concuerda fielmente con su original que, bajo el número al principio indicado, obra en mi protocolo general corriente de instrumentos públicos al que me remito. Y yo, el Notario autorizante, la expido para LA MERCANTIL "ABIQUO INC", extendida en nueve folios de papel exclusivo para documentos notariales, serie 9R número 6664284 y los ocho posteriores en orden correlativo. En Barcelona a trece de abril de dos mil diez. Doy Fe. -----



ARANCEL NOTARIAL. DERECHOS DEVENGADOS. Arancel aplicable, números: 1, 4, 5, 7, Nº 8ª.
DOCUMENTO SIN CUANTÍA. -----

[Written on a cover page bearing the official notaries' stamp followed by officially stamped official paper printed on both sides numbered 9R3664284 through 9R3664292, bearing the circular ink stamp of the Notary Public; and a flourish.]

NOTARY'S OFFICE
OF

Ramón García-Torrent Carballo

NOTARIZATION OF A PRIVATE DOCUMENT

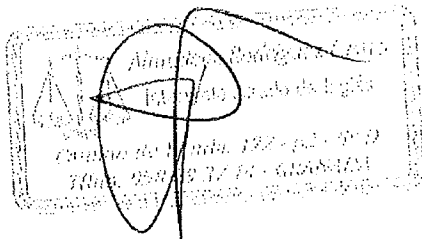
EXECUTED BY

"KREOS CAPITAL III, S.À.R.L."
AND "ABIQUO INC."

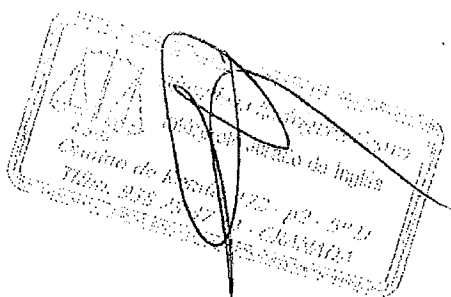
Date: 04/08/2010

Protocol: 511

Rambla de Catalunya, 94 2º 2ª
08008 BARCELONA
Tel. -+ 34 934 960 860
Fax. - + 34 934 882 169



TRADEMARK
REEL: 004203 FRAME: 0302



RAMÓN GARCÍA-TORRENT CARBALLO
NOTARY
RAMBLA CATALUNYA, 942⁶
Tcl. 93 495 08 60. Fax. 93 488 21 69
08008 BARCELONA

NUMBER FIVE HUNDRED AND ELEVEN.

**DEED FOR NOTARIZATION OF A PRIVATE
DOCUMENT BETWEEN COMPANIES "ABIQUO
INC." AND "KREOS CAPITAL III (LUXEMBOURG),
S.À.R.L.**

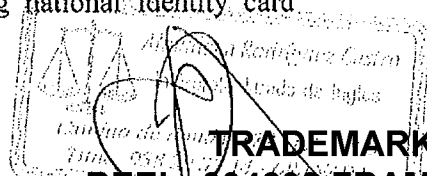
In Barcelona, my place of residence, on April 8, 2010.

Before myself, **RAMÓN GARCÍA-TORRENT
CARBALLO**, Barcelona Notary and member of the Notaries
Association of Catalunya, there appeared, following a notice,
at the offices of "J&A Garrigues", located at Avenida
Diagonal, 654, Barcelona,

THERE APPEARED

HELENA TORRAS DE LA SERNA, of age, married, a
businesswoman, residing in 08017-Barcelona, at calle Doctor
Fleming, 4, 5^o C, holding national identity card/taxpayer
identification number 44.008.698-S. -

And **MARÍA MACIÁN MARTÍNEZ**, of age, married, with
address for these purposes in Barcelona, at Avenida Diagonal,
654, escalera D, 1^a planta, holding national identity card
number 36.531.645-D.



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I identified them from their respective identity documents, described above, of which originals were produced to me.

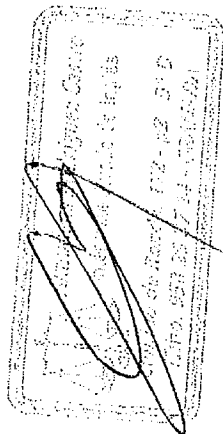
ACTING

A. Helena Torras de la Serna acts for and behalf, as **Attorney in fact**, of the company called "**ABIQUO INC.**", having its registered office at 203, Redwood Shores Parkway, 280, Redwood City, CA 94065, California, United States of America.

That company is duly organized and validly existing under the laws of Delaware (United States of America).

She is **empowered** for this deed in a power of attorney granted to her on March 22, 2010 before California Notary Public, Sunil Jaswal, duly apostilled.

The above-mentioned power of attorney, of which an original was produced to me and after examining it I returned it to that appearing party, is written in two columns, one entirely in English and the other –a complete translation of the first– entirely in Spanish, and duly apostilled, and it transpires from it that Ms. Torras de la Serna, appearing herein, has, among others, powers to execute this deed for notarization of trademark security agreements, as she has been expressly empowered to this end.



In relation to the above-mentioned power of attorney, I, the Notary, state that the original was produced to me.

And without prejudice to the above, the aforementioned

attorney in fact states, at her responsibility, that the power of attorney has not been revoked, held in abeyance or restricted, nor has the legal capacity of the principal changed.

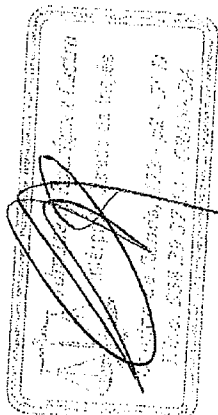
And I, the Notary, deem the evidenced representative authority sufficient to execute this deed for notarization of trademark security agreements.

B. And Maria Macián Martínez acts for and on behalf, as **Attorney in fact**, of Luxembourg company "**KREOS CAPITAL III (LUXEMBOURG), S.À.R.L.**", with address at 65, Boulevard Grande-Duchesse Charlotte, L-1331, Luxembourg.

A company duly organized and existing under the laws of Luxembourg, entered and duly registered on the Luxembourg Register of Trade and Companies (*Registre de Commerce et des Sociétés Luxembourg*) under number B123056.

Ms. Macián Martínez is empowered for this deed under the following powers of attorney, of which authorized copies were produced to me by that appearing party:

A. Power of attorney granted to her on March 22, 2010, by Jean-Christophe Dauphin, as class B Manager of the above-mentioned Company.



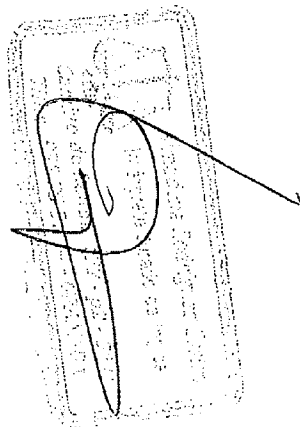
The foregoing power, of which an original was produced to me and after examining it I returned it to that appearing party, is duly certified by a Notary from the city of Junglinster (Luxembourg), Mr. Jean Seckler, written entirely

in English, a language I understand, and duly apostilled.

And from this power of attorney it transpires that Ms. Macián, appearing herein, has, among others, powers to execute this deed for notarization of trademark security agreements, as she has been expressly empowered to this end, provided that power of attorney is completed with another executed by a class A Manager, which took place, as mentioned below.

B. Power of attorney granted to her on March 25, 2010 (under number 202 of the Notary's Protocol mentioned below) by a class A Manager at the aforementioned Company, Ross Ahlgren.

The foregoing power of attorney, of which an original was produced to me and after examining it I returned it to that appearing party, is duly certified by a Notary from the city of London (England), Mr. Martin Anthony Charlton, written in two columns, one entirely in English and the other -a complete translation of the first column- entirely in Spanish, and duly apostilled.



And it transpires from it that Ms. Macián, appearing herein, has, among others, powers to execute this deed for notarization of trademark security agreements, as she has been expressly empowered to this end, provided that power of attorney is completed with another executed by a class B Manager, which took place, as mentioned under point A.

above, and therefore the powers of that appearing party are, in my judgment, sufficient to execute this deed for notarization of trademark security agreements.

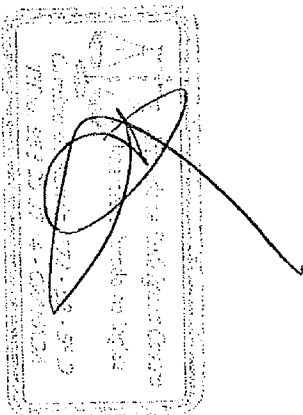
Ms. Macián Martínez stated that the powers of attorney in which she is authorized to execute this deed have not been revoked, nor has the authority with which she acts been held in abeyance or restricted, and the legal capacity of her principal has not changed.

And I, the Notary, deem that the evidenced representative authority is sufficient to execute this deed for notarization of trademark security agreements.

They have, in my judgment, acting as stated above, sufficient legal capacity and a lawful interest to execute this deed for notarization of trademark security agreements, and to this end the appearing parties,

STATE

I. That on the date hereof, April 8, 2010, the appearing parties executed, in the same capacity as they act in this deed, a private document which, as mentioned in the following paragraph, has been attached hereto, and is deemed to be reproduced in full, to avoid unnecessary repetitions, and in which companies "ABIQUO INC." and "KREOS CAPITAL III (LUXEMBOURG), S.À.R.L." executed a series of agreements for security for applications for trademarks owned by the first of the above Companies.



This transpires from that document which **the appearing parties, acting as stated above, delivered to me and I, the Notary, attached to this deed.**

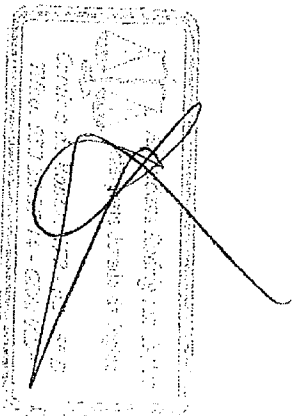
The foregoing document is written in English, a language known by me and by the appearing parties, as they have stated, and is drawn up on five sheets of nonofficial paper, all printed on one side only, and signed by the appearing parties, acting in the same capacities as they act in this deed, and I authenticate their signatures as they are known by me, which will be certified in the copies issued of this deed.

II. That, having stated the above, the appearing parties, acting as stated above,

PROVIDE AS FOLLOWS

ONE. That **THEY NOTARIZE** the agreements executed on the date hereof, April 8, 2010, by the companies they represent, "**ABIQUO INC**" and "**KREOS CAPITAL III (LUXEMBOURG) , S.À.R.L.**", on the exact same terms as transpire from the document attached hereto –as transpires from Recital "I"- and are deemed to be fully reproduced herein, with no amendment whatsoever.

TWO. The appearing parties, acting as stated above, **consent to and ratify** the entire contents of each and every one of the clauses and conditions set forth in the document attached hereto and which is notarized in this deed for all legal purposes.



EXECUTION AND AUTHORIZATION.

The foregoing was so stated and provided.

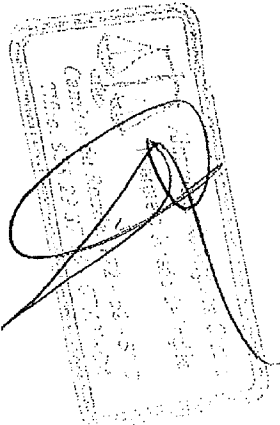
The foregoing was so stated and provided by the appearing parties.

DATA PROTECTION.

Pursuant to the Personal Data Protection Law (*Ley Orgánica 15/1999 de Protección de Datos de Carácter Personal*), the appearing parties were informed and accepted that their data would be included in the automated filing systems existing at the notary's office, for the purpose set forth in the Law on Notaries (*Ley Orgánica del Notariado*) and the Notarial Regulations and (*Reglamento Notarial*), and in the administrative and tax legislation which imposes on myself, the Notary, disclosure obligations to the various public authorities.

Their data shall be stored at my Notary's Office, as confidential information, as they are protected by secrecy of protocol, notwithstanding any compulsory disclosures required by current law (the processing of such data does not require the consent of the interested parties as they are data collected for the activities inherent to public authorities).

I informed them, and they stated that they had been made aware of, the compulsory nature of the recording of data; of the possibility of exercising their rights of access, rectification, cancellation and objection; that the data



controller is myself, the authorizing Notary, and that my address is Rambla de Catalunya, 94, 2^o2^a, Barcelona.

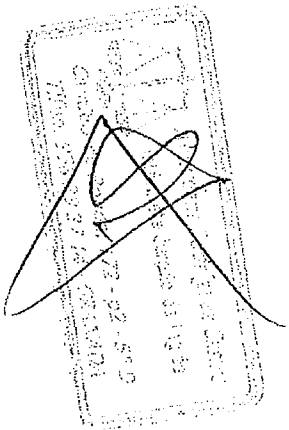
I made the legal reservations and caveats, especially those relating to tax, concerning substantive, formal and penalty matters, and on the consequences of all kinds that would arise from the inaccuracy of their representations.

In addition, I, the Notary, state that this deed was drawn up in accordance with the provisions in Law 1/1998, of January 7, 1998, of the Parliament of Catalunya, and Decree 204/1998, and article 33.2 of Organic Law 6/2006, with the election provided for in those laws.

I complied, in the manner determined in article 193 of the Notarial Regulations, with my duty to read this public instrument.

Following the reading, I certify that the appearing parties stated that they had been informed of the contents of the public instrument and gave their free consent to these contents, and signed with myself, the Notary.

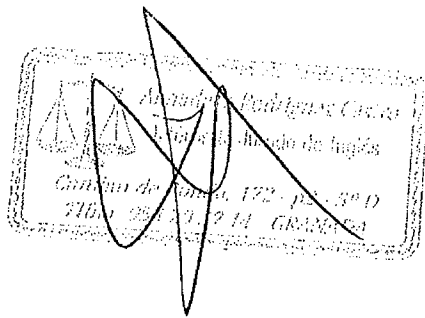
I, the Notary, certify that I identified the appearing parties from their respective identity documents mentioned at the beginning of the deed; that the appearing parties, in my judgment, have the capacity and authority for the execution of this deed; that the consent of the executing parties has been freely given; that the execution of this deed is in conformity with the free and duly informed wishes of the appearing



parties; all of the contents in this public deed; and that this public instrument has been drawn up on six sheets of officially stamped paper exclusively for use by notaries, in the 9P series, numbers 9439317 and the preceding five sheets in sequential order. There appears the signature of the appearing party. Paraphed. RAMÓN GARCÍA-TORRENT CARBALLO. Flourished and stamped.

ATTACHED DOCUMENTS:

[There follows a copy of the Trademark Security Agreement written in English]



I CERTIFY THAT THIS IS A COPY which matches faithfully the original which, under the number specified above, is in my current general protocol of public instruments to which I refer. And I, the authorizing Notary, issue it for COMPANY "ABIQUO INC", drawn up on nine sheets of paper exclusively for notaries' documents, in the 9R series, number 6664284 and the following eight numbers in sequential order. In Barcelona on April 13, 2010.

[There follow a seal of the General Council of Spanish Public Notaries; the notary's stamp; and an illegible signature.]

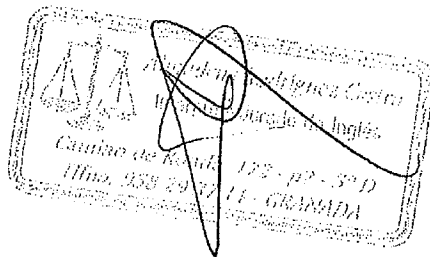
NOTARY'S TARIFF. FEES ACCRUED. Applicable tariff, numbers: 1, 4, 5, 7, Rule 8.
DOCUMENT WITH NO SPECIFIED SUM.

I, Almudena Rodríguez Castro, a sworn English-language translator, do hereby certify that the foregoing is a faithful and complete translation into English of a document in Spanish.

Barcelona, April 28, 2010

Dña Almudena Rodríguez Castro, Intérprete Jurado de inglés certifica que la que antecede es traducción fiel y completa al inglés de un documento redactado en castellano.

En Barcelona, a 28 de abril de 2010.



NOTARIA
DE

Ramón García-Torrent Carballo

MODIFICACIONES DE ESTATUTOS

OTORGADA POR

"KREOS CAPITAL III, S.A.R.L."
Y "ABIQUO INC."

Fecha: 08/04/2010 Protocolo: 511



Rambla de Catalunya, 94 · 2º · 2ª
08008 BARCELONA
Tel · + 34 934 960 860

ESPAÑA
TRADEMARK
REEL: 004203 FRAMLE: 0314



10/2009



9R3664284

RAMÓN GARCÍA-TORRENT CARBALLO
NOTARIO
RAMBLA CATALUNYA, 94 2º 2ª
Teléf. 93 496 08 60. Fax 93 488 21 89
08008 BARCELONA

NÚMERO QUINIENTOS ONCE. -----

ESCRITURA DE ELEVACIÓN A PÚBLICO DE DOCUMENTO
PRIVADO ENTRE LAS SOCIEDADES "ABIQUO INC." Y "KREOS
CAPITAL III (LUXEMBOURG), S.À.R.L. -----

En Barcelona, mi residencia, a ocho de abril de
dos mil diez. -----

Ante mí, **RAMÓN GARCÍA-TORRENT CARBALLO**, Notario
de esta Capital y del Ilustre Colegio de Catalunya,
constituido, previo requerimiento, en las oficinas
de la entidad "J&A Garrigues", sitas en la Avenida
Diagonal, número 654, de Barcelona, -----

=====COMPARECEN=====

DOÑA HELENA TORRAS DE LA SERNA, mayor de edad,
casada, empresaria, vecina de 08017-Barcelona,
calle Doctor Fleming, número 4, 5º C, con Documento
Nacional de Identidad/N.I.F. número 44.008.698-S. -

Y **DOÑA MARIA MACIÁN MARTÍNEZ**, mayor de edad,
casada, con domicilio a estos efectos en Barcelona,
Avenida Diagonal, número 654, escalera D, 1ª

planta, y con Documento Nacional de
Identidad/N.I.F. número 36.531.645-D. -----

Las identifico por los respectivos documentos
de identidad, ahora reseñados, cuyos originales me
han exhibido. -----

=====INTERVIENEN=====

A.- Doña Helena Torras de la Serna interviene
en nombre y representación, en calidad de
Apoderada, de la compañía denominada "**ABIQUO INC.**",
con domicilio social en 203, Redwood Shores
Parkway, 280, Redwood City, CA 94065, California,
Estados Unidos de América. -----

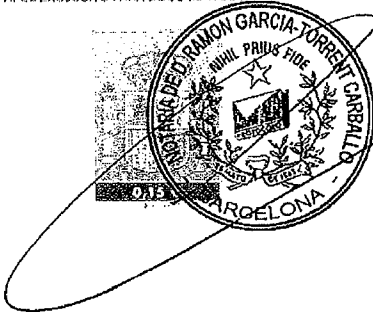
Dicha sociedad está debidamente constituida y
es válidamente existente de conformidad con las
leyes de Delaware (Estados Unidos de América). ----

Está **facultada** para este acto en virtud de
poder otorgado a su favor el día 22 de marzo de
2010 ante el Notario Público de California, Don
Sunil Jaswal, debidamente apostillado. -----

El expresado poder poder, cuyo original me
exhibe y una vez examinado, devuelvo a dicha
compareciente, está escrito a doble columna, una
íntegramente en inglés y la otra -traducción total
de la primera- íntegramente en castellano, y



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debidamente apostillado, y del mismo le resultan a la señora Torras de la Serna, aquí compareciente, entre otras, facultades para otorgar la presente escritura de elevación a público de acuerdos sobre garantías de marcas, por estar expresamente facultada para ello. -----

En relación con el referido apoderamiento, yo, el Notario, hago constar que me ha sido exhibido el original del mismo. -----

Y sin perjuicio de lo anterior, la expresada apoderada manifiesta, bajo su responsabilidad, que el apoderamiento no ha sido revocado, suspendido o limitado, ni ha variado la capacidad jurídica del poderdante. -----

Y yo, el Notario, considero que las facultades representativas acreditadas son suficientes para otorgar la presente escritura de elevación a público de acuerdos sobre garantías de marcas. ----

B.- Y Doña Maria Macián Martínez interviene en nombre y representación, en calidad de **Apoderada,**

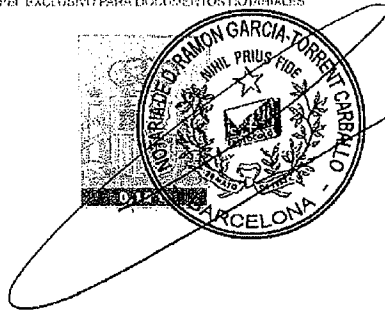
de la compañía mercantil, de nacionalidad luxemburguesa, denominada "KREOS CAPITAL III (LUXEMBOURG), S.À.R.L.", con domicilio en el número 65, del Boulevard Grande-Duchesse Charlotte, L-1331, de Luxemburgo. -----

Sociedad debidamente constituida y existente de acuerdo con las leyes de Luxemburgo, encontrándose inscrita y debidamente registrada en el "Registro de Comercio y de Sociedades de Luxemburgo" ("Registre de Commerce et des Sociétés Luxembourg") con el número B123056. -----

La señora Macián Martínez está facultada para este otorgamiento en virtud de los siguientes poderes, cuyas copias autorizadas me han sido exhibidas por dicha compareciente: -----

A.- Poder otorgado a su favor el día 22 de marzo de 2010, por Don Jean-Christophe Dauphin, en su calidad de Gerente de clase B de la expresada Sociedad. -----

El expresado poder, cuyo original me exhibe y una vez examinado devuelvo a dicha compareciente, está debidamente intervenido por el Notario de la ciudad de Junglinster (Luxemburgo), señor Jean Seckler, escrito íntegramente en inglés, idioma



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éste que entiendo, y debidamente apostillado. -----

Y del mismo le resultan a la señora Macián, aquí compareciente, entre otras, facultades para otorgar la presente escritura de elevación a público de acuerdos sobre garantías de marcas, por estar expresamente facultada para ello, siempre y cuando dicho poder sea completado con otro otorgado por un Gerente de clase A, tal y como tuvo lugar, según se indica seguidamente. -----

B.- Poder otorgado a su favor el día 25 de marzo de 2010 (con el número 202 del Protocolo del Notario que se dirá) por el Gerente clase A de la expresada Sociedad, Don Ross Ahlgren. -----

El referido poder, cuyo original me exhibe y una vez examinado devuelvo a dicha compareciente, está debidamente intervenido por el Notario de la ciudad de Londres (Inglaterra), señor Martin Anthony Charlton, escrito a doble columna, una íntegramente en inglés y la otra -traducción total de la primera- íntegramente en castellano, y

debidamente apostillado. -----

Y del mismo le resultan a la señora Macián, aquí compareciente, entre otras, facultades para otorgar la presente escritura de elevación a público de acuerdos sobre garantías de marcas, por estar expresamente facultada para ello, siempre y cuando dicho poder sea completado con otro otorgado por un Gerente de clase B, tal y como tuvo lugar, según se ha indicado bajo el apartado A.- precedente, por lo que las facultades de dicha compareciente resultan, a mi juicio, suficientes para otorgar la presente escritura de elevación a público de acuerdos sobre garantías de marcas. ----

Manifiesta la señora Macián Martínez que los poderes en virtud de los cuales resulta facultada para otorgar la presente escritura, no le han sido revocados, ni suspendidas ni limitadas las facultades con que actúa, así como que no ha variado la capacidad jurídica de su representada. -

Y yo, el Notario, considero que las facultades representativas acreditadas son suficientes para otorgar la presente escritura de elevación a público de acuerdos sobre garantías de marcas. ----

Tienen, a mi juicio, tal como intervienen, la



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capacidad legal suficiente e interés legítimo para otorgar la presente escritura de elevación a público de acuerdos sobre garantías de marcas, y a tal efecto las comparecientes, -----

=====EXPONEN=====

I.- Que en el día de hoy, 8 de abril de 2.010, las comparecientes han suscrito, en el mismo concepto en el que aquí intervienen, un documento privado que, según se dirá en el párrafo siguiente, queda protocolizado con la presente, dándose aquí por enteramente reproducido, para evitar innecesarias repeticiones, y en virtud del cual las compañías mercantiles "ABIQUO INC." y "KREOS CAPITAL III (LUXEMBOURG), S.À.R.L." han suscrito una serie de acuerdos relativos a garantías sobre solicitud de marcas de las que la primera de las expresadas Sociedades es titular. -----

Así resulta de dicho documento que las comparecientes, según intervienen, me entregan y yo, el Notario dejo unido a esta matriz. -----

Dicho documento está escrito en lengua inglesa, lengua conocida por mí y por las comparecientes, según manifiestan, y consta extendido en cinco hojas de papel común, mecanografiadas todas ellas sólo por su anverso, y firmadas por las comparecientes, en los mismos conceptos en los que en esta escritura intervienen, cuyas firmas legitimo por ser conocidas por mí, y que se testimoniará en las copias que de la presente se expidan. -----

II.- Que, expuesto cuanto antecede, las señoras comparecientes, según intervienen, -----

=====OTORGAN=====

PRIMERO.- Que ELEVAN A PÚBLICO los acuerdos suscritos en fecha de hoy, 8 de abril de 2010, por las compañías que representan, "ABIQUO INC" y "KREOS CAPITAL III (LUXEMBOURG), S.À.R.L., en los exactos términos que resultan del documento protocolizado con la presente escritura -según resulta del Expositivo "I"- y que se dan aquí por totalmente reproducidos, sin modificación alguna. -

SEGUNDO.- Las comparecientes, según intervienen, **consienten y ratifican** íntegramente el contenido de todos y cada uno de los pactos y



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condiciones establecidos en el documento que se protocoliza y que por la presente escritura se eleva a todos los efectos legales. -----

OTORGAMIENTO Y AUTORIZACIÓN. -----

Así lo dicen y otorgan. -----

Así lo dicen y otorgan las señoras comparecientes. -----

PROTECCIÓN DE DATOS.-----

De acuerdo con lo establecido en la Ley Orgánica 15/1999 de Protección de Datos de Carácter Personal, las comparecientes quedan informadas y aceptan la incorporación de sus datos a los ficheros automatizados existentes en la Notaría, con la finalidad establecida por la Ley Orgánica del Notariado y el Reglamento Notarial, así como por la normativa administrativa y fiscal que me impone a mí, el Notario, las obligaciones de información a las diferentes Administraciones Públicas. -----

Sus datos se conservarán en mi Notaría, con

carácter confidencial, al estar amparados por el secreto de Protocolo, sin perjuicio de las remisiones de obligado cumplimiento impuestas por la normativa vigente (para cuyo tratamiento no es necesario el consentimiento de los interesados por tratarse de datos recogidos para las funciones propias de las Administraciones Públicas). -----

Les informo y manifiestan quedar enteradas del carácter obligatorio de la consignación de datos; de la posibilidad de ejercitar los derechos de acceso, rectificación, cancelación y oposición; de que los responsables del tratamiento de los datos soy yo mismo, el Notario autorizante, y que mi dirección es Rambla de Catalunya, 94, 2º2ª, de Barcelona. -----

Hago las reservas y advertencias legales, y en especial las de naturaleza fiscal, en su aspecto material, formal y sancionador, y de las consecuencias de toda índole que se derivarían de la inexactitud de sus declaraciones. -----

Asimismo, yo, el Notario, hago constar que la presente escritura ha sido redactada de acuerdo con lo dispuesto en la Ley 1/1998, de siete de enero, del Parlamento de Catalunya, y el Decreto 204/1998,



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y el artículo 33.2 de la Ley Orgánica 6/2006, con la elección prevista en dichos textos legales. ----

Doy cumplimiento, en la forma que determina el artículo 193 del Reglamento Notarial, a la lectura de este instrumento público. -----

Tras la lectura, doy fe de que las comparecientes manifiestan haber quedado informadas del contenido del instrumento público y prestan su libre consentimiento a este contenido, firmando conmigo, el Notario. -----

De haber identificado a las señoras comparecientes por medio supletorio de su respectivo documento de identidad reseñado al inicio de la escritura; de que las comparecientes, a mi juicio, tienen capacidad y legitimación para el presente otorgamiento; de que el consentimiento de las otorgantes ha sido libremente prestado; de que el otorgamiento se adecúa a la legalidad y a la voluntad libre y debidamente informada de las señoras comparecientes; de todo lo contenido en

