

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
Proserv Group Inc.		05/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Haymarket Financial LLP, as Security Agent		
Street Address:	86 Jermyn Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6JD		
Entity Type:	LIMITED PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2543748	CAC	
Registration Number:	2528865	CAC	
CORRESPONDENCE DATA			
Fax Number:	2029128050		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2029128005		
Email:	mark.fiekers@ashurst.com		
Correspondent Name:	Mark Fiekers		
Address Line 1:	1875 K Street NW		
Address Line 2:	Suite 750		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

900222663

TRADEMARK
 REEL: 004776 FRAME: 0818

OP \$65.00 2543748

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mark Fiekers

Signature:

/Mark Fiekers/

Date:

05/10/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated May 9, 2012, is made by Proserv Group Inc., a Delaware corporation ("**Proserv**") and Proserv Operations LLC, a Delaware limited liability company ("**Operations**") and collectively with Proserv, the "**Grantors**") in favor of Haymarket Financial LLP, as the Security Agent on behalf of the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, the Parent, the Original Borrowers and the Original Guarantors entered into a Senior Facilities Agreement dated as of June 21, 2011 among FBC HOLDINGS S.À R.L and HAYMARKET FINANCIAL LUXEMBOURG 3 S.À R.L as the Arrangers, the Original Lenders, the Facility Agent and the Security Agent, as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, (the "**Facilities Agreement**");

WHEREAS, the Grantors executed and delivered that certain Security Agreement dated June 21, 2011 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Facilities Agreement or the Security Agreement, as applicable);

WHEREAS, the Grantors granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and executed and delivered that certain IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "**Additional Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any United States Intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application and/or any registration that issues therefrom under applicable federal law), together with the goodwill symbolized thereby;
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. Subject to clause 21.11 (Guarantee Limitations) of the Facilities Agreement, the grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all of the Secured Obligations. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Obligor to any Secured Party under the Senior Finance Documents but for the fact that they are limited, unenforceable or not allowable due to the existence of a bankruptcy, insolvency, reorganization, moratorium or similar laws or proceeding relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Additional 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. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

Address for Notices for each Grantor:

FAO: Davis Larssen, CFO
c/o Proserv
Seabrokers House,
Prospect Road,
Arnhall Business Park,
Westhill,
Aberdeenshire,
AB32 6FE
United Kingdom
Fax: +44 1224 879442
Email: d.larssen@proserv-group.com

PROSERV GROUP INC.

By: D. Larssen
Name: DAVIS LARSSSEN
Title: VICE PRESIDENT

PROSERV OPERATIONS LLC

By: D. Larssen
Name: DAVIS LARSSSEN
Title: VICE PRESIDENT

Exhibit A

I. Patents

A. Registered Patents

<u>Patent Name</u>	<u>Number</u>	<u>Date</u>	<u>Inventor</u>	<u>Country</u>	<u>Parent/ Subsidiary</u>
None.					

B. Patent Applications

<u>Patent Description</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Country</u>	<u>Application Number</u>
None.				

Exhibit B

II. Domain Names and Trademarks

<u>TRADEMARK</u>	<u>Official No.</u>	<u>Country</u>	<u>Company/ Subsidiary</u>
"CAC" & Design	663134	Mexico	Proserv Operations LLC
"CAC"	678110	Mexico	Proserv Operations LLC
"CAC" & Design (mista)	822048000	Brazil	Proserv Operations LLC
"CAC"	822047977	Brazil	Proserv Operations LLC
"CAC"	Appl. (Processo) No. 822047985	Brazil	Proserv Operations LLC
"CAC" & Design	2543748	U.S.	Proserv Group Inc.
"CAC" instruments	2528865	U.S.	Proserv Group Inc.

Exhibit C

I. Copyrights

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
None.							