

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
Kilfrost Group Plc		08/13/2012	Foreign Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	RBS Invoice Finance Limited		
Street Address:	280 Bishopsgate		
Internal Address:	1st Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 4RB		
Entity Type:	Foreign Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1582099	KILFROST	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8944		
Email:	ptierney@mayerbrown.com, ejpalmer@mayerbrown.com, driley@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Patrick Tierney		
Address Line 1:	PO Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$40.00 1582099

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Patrick Tierney

Signature:

/PT/

Date:

08/21/2012

Total Attachments: 6

source=Executed Trademark Security Agreement#page1.tif

source=Executed Trademark Security Agreement#page2.tif

source=Executed Trademark Security Agreement#page3.tif

source=Executed Trademark Security Agreement#page4.tif

source=Executed Trademark Security Agreement#page5.tif

source=Executed Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), is made by Kilfrost Group Plc, a company registered in England and Wales (the "Grantor"), in favor of RBS Invoice Finance Limited, as the secured party (together with its successors thereto in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, the Secured Party has agreed to make certain extensions of credit to the Kilfrost Limited (the "UK Client") and Kilfrost, Inc. (the "US Client") pursuant to an Invoice Discounting Agreement (together with all exhibits and attachments thereto (including the Invoice Discounting Terms and the Pricing Tariff attached thereto, the "Invoice Discounting Agreement") and an Inventory Facility Agreement (the "Inventory Facility Agreement", and together with the Invoice Discounting Agreement, the "Facility Agreements"), each dated on or around the date of this Agreement;

WHEREAS, the Grantor has, pursuant to an Unlimited Corporate Guarantee of even date herewith in favor of the Secured Party, guaranteed all obligations of the UK Client and the US Client under the Facility Agreements;

WHEREAS, the Grantor has, pursuant to a Debenture of even date herewith in favor of the Secured Party (as such agreement may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Debenture"), granted a security interest in certain of its assets in favor of the Secured Party to secure the payment and performance of the obligations of the UK Client and the US Client under the Facility Agreements; and

WHEREAS, pursuant to the Debenture, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Facility Agreements and to induce the Secured Party to make extensions of credit to the Grantor, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Debenture.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of the UK Client and the US Client under the Facility Agreements, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, a Lien on and security

interest in, all of its right, title and interest in, to and under the following of the Grantor (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.


Section 3. Debenture. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Debenture and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture.

Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

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

KILFROST GROUP PLC

By: 
Name: GARY L. DIERCKX
Title: Director

Trademark Security Agreement

ACKNOWLEDGED AND AGREED

as of the date first above written:

RBS INVOICE FINANCE LIMITED, as the
Secured Party

By: RPayne
Name: ROBERT PAYNE
Title: *Research Manager*

Schedule 1

Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Renewal Due Date</u>	<u>Class</u>
United States	KILFROST	1582099	2/13/2020	1, 4

702928392.2