

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterMoor, Inc.		12/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lloyds TSB Bank plc		
Street Address:	Citymark 150 Fountainbridge		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH3 9PE		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3147922		
Registration Number:	3143354	INTERMOOR	
Registration Number:	3678738	SEPLA	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	penelope@ipresearchplus.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, Ste 430		
Address Line 4:	Washington, MARYLAND 20005		
ATTORNEY DOCKET NUMBER:	485932-10 (COS1-38301)		
DOMESTIC REPRESENTATIVE			

CH \$90.00 3147922

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

01/04/2013

Total Attachments: 6  
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 20, 2012 is made by INTERMOOR, INC. (the "Grantor"), in favor of Lloyds TSB Bank plc, as Security Agent (the "Agent") for the Finance Parties under the Senior Facilities Agreement, dated as of November 5, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), between, amongst others, the Original Obligors, the Original Lenders, the Facility Agent and the Security Agent.

WITNESSETH:

WHEREAS, the Grantor is party to the Facilities Agreement;

WHEREAS, in connection with the Facilities Agreement, the Grantor has executed and delivered, as applicable, the Security Agreement or a written supplement in the form of Annex A thereto whereby the Grantor became a party to the Security Agreement, dated as of November 30, 2012 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Facilities Agreement and the Security Agreement.
2. Grant of Security Interest. Subject to the Agreed Security Principles, the Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Finance Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided, that (x) the Collateral for any Obligations shall not include any Excluded Property and (y) none of the foregoing items shall constitute Collateral to the extent that the grant of the Security Interest therein would violate any Requirement of Law; provided further that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Finance

Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Finance Parties thereunder) shall remain in full force and effect in accordance with its terms. For avoidance of doubt, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Facilities Agreement.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Finance Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Facilities Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

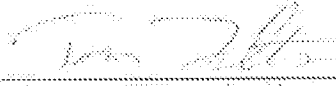
6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflict of laws principles that would require application of another law.

*[signatures follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERMOOR, INC.,  
as Grantor

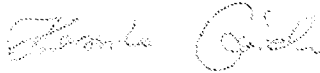
By:



Name: *Ross Walker*  
Title: *President*

[Grant of Security Interest in Trademark Rights]

LLOYDS TSB BANK PLC,  
as Security Agent

By: 

Name:

Title:

Kamila Galek  
Manager

{Grant of Security Interest in Trademark Rights}

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Application or Registration Number	Trademark
InterMoor, Inc.	3147922	Design
InterMoor, Inc.	3143354	InterMoor
InterMoor, Inc.	3678738	SEPLA