

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cunningham Lindsey IP Holdings and Services Limited		01/18/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	1455 Market Street		
Internal Address:	Fifth Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2413819	CUNNINGHAM LINDSEY	
Registration Number:	2416429	CUNNINGHAM LINDSEY	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2123108000		
Email:	jakub.biernacki@weil.com, brian.lee@weil.com		
Correspondent Name:	Jakub Biernacki		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	39971.0006 - J. BIERNACKI		
NAME OF SUBMITTER:	Jakub Biernacki		

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Signature:	/Jakub Biernacki/
Date:	01/18/2013
Total Attachments: 8 source=Irish Second Lien TMSA#page1.tif source=Irish Second Lien TMSA#page2.tif source=Irish Second Lien TMSA#page3.tif source=Irish Second Lien TMSA#page4.tif source=Irish Second Lien TMSA#page5.tif source=Irish Second Lien TMSA#page6.tif source=Irish Second Lien TMSA#page7.tif source=Irish Second Lien TMSA#page8.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Second Lien Trademark Security Agreement") dated January 18, 2013, is made by Cunningham Lindsey IP Holdings and Services Limited (the "Grantor") in favor of Bank of America, N.A., as collateral agent (the "Second Lien Collateral Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of December 10, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among CL Acquisition Corporation, a Texas corporation (which on the Closing Date shall be merged with and into Cunningham Lindsey U.S. Inc., a Texas corporation (the "Company"), with the Company surviving such merger as the borrower (the "Borrower"), CL Intermediate Holdings I B.V., a private company with limited liability incorporated under the laws of the Netherlands ("Holdings"), the Lenders and Issuers party thereto from time to time and Bank of America, N.A., as Second Lien Administrative Agent and Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, the Grantor has executed and delivered that certain Second Lien Debenture dated January 18, 2013, made between the Grantor and the Second Lien Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed, in addition to the execution of the Security Agreement, to execute this Second Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the trademarks comprised in the Intellectual Property, including the trademarks set forth on Schedule A attached hereto (together, the "Trademarks"); provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to

Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Second Lien Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Liabilities.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Second Lien Trademark Security Agreement.

SECTION 5. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, subject to the Intercreditor Agreement, it is agreed that the Second Lien Collateral Agent shall have the right to exercise any and all rights afforded to a secured party under this Second Lien Trademark Security Agreement, the Uniform Commercial Code as in effect from time to time in the State of New York or other applicable law, and, subject to the Intercreditor Agreement, also may (or, at the request of the Required Lenders, shall) on demand, cause the Security Interest to become an assignment, transfer and conveyance of any of or all Trademarks (provided that no such demand may be made unless an Event of Default has occurred and has continued for thirty (30) days) by the Grantor to the Second Lien Collateral Agent, the Second Lien Collateral Agent being free to sell, transfer, offer for sale, otherwise dispose of such Trademarks, or license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Trademarks throughout the world on such terms and conditions and in such manner as the Second Lien Collateral Agent shall determine; provided, however, that such terms shall include all terms and restrictions that customarily required to ensure the continuing validity and effectiveness of the Trademarks at issue, such as, without limitation, notice, quality control and inurement provisions.

The Second Lien Collateral Agent shall give the Grantor ten (10) days' written notice (which the Grantor agrees is reasonable notice) of the Second Lien Collateral Agent's intention to make any sale of the Charged Property. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Second Lien Collateral Agent may fix and state in the notice (if any) of such sale. The Second Lien Collateral Agent shall not be obligated to make any sale of any Charged Property if it shall determine not to do so, regardless of the fact that notice of sale of such Charged Property shall have been given. The Second Lien Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Charged Property is made on credit or for future delivery, the Charged Property so sold may be retained by the Second Lien Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Second Lien Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Charged Property so sold and, in case of any such failure, such Charged Property may be sold again upon like notice. For purposes of determining the Grantor's rights in

the Charged Property, a written agreement to purchase the Charged Property or any portion thereof shall be treated as a sale thereof; the Second Lien Collateral Agent shall be free to carry out such sale pursuant to such agreement and the Grantor shall not be entitled to the return of the Charged Property or any portion thereof subject thereto, notwithstanding the fact that after the Second Lien Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full; provided, however, that such agreements shall include all terms and restrictions that are customarily required to ensure the continuing validity and effectiveness of the Trademarks at issue, such as, without limitation, quality control and inurement provisions. As an alternative to exercising the power of sale herein conferred upon it, the Second Lien Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Second Lien Trademark Security Agreement and to sell the Charged Property or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court appointed receiver. Any sale pursuant to the provisions of this Section shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the Uniform Commercial Code as in effect from time to time in the State of New York or its equivalent in other jurisdictions.

By accepting the benefits of this Second Lien Trademark Security Agreement, the Secured Parties expressly acknowledge and agree that this Second Lien Trademark Security Agreement may be enforced only by the action of the Second Lien Collateral Agent and that no other Secured Party shall have any right individually to seek to enforce or to enforce this Second Lien Trademark Security Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Second Lien Collateral Agent for the benefit of the Secured Parties upon the terms of this Second Lien Trademark Security Agreement.

SECTION 6. Application of Proceeds. Subject to the Intercreditor Agreement, the Second Lien Collateral Agent shall apply the proceeds of any collection or sale of Charged Property in accordance with the provisions of Section 8.03 of the Second Lien Credit Agreement. The Second Lien Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Second Lien Trademark Security Agreement. Upon any sale of the Charged Property by the Second Lien Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Second Lien Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Charged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Second Lien Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 7. Release of Security. The Second Lien Collateral Agent shall, promptly upon the reasonable request of the Grantor upon the end of the Security Period in accordance with Clause 28 of the Security Agreement, deliver to the Grantor (at the Grantor's sole cost and expense) a fully executed and recordable release of the security interest granted herein.

SECTION 8. Execution in Counterparts. This Second Lien Trademark Security Agreement 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. Delivery of an executed signature page to this Second Lien Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.

SECTION 9. Security Agreement. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights of, the Second Lien Collateral Agent with respect to the Charged Property 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 Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control other than in the event of the enforcement of the Trademarks in which case the provisions of this Second Lien Trademark Security Agreement shall control.

SECTION 10. Governing Law. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

THE GRANTOR AND THE SECOND LIEN COLLATERAL AGENT EACH IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE SECOND LIEN COLLATERAL AGENT RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS SECOND LIEN

TRADEMARK SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT.

THE GRANTOR AND THE SECOND LIEN COLLATERAL AGENT EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT IN ANY COURT REFERRED TO ABOVE IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

SECTION 11. Waiver of Right to Trial by Jury. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 12. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Second Lien Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow]

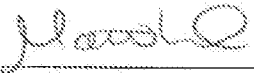
IN WITNESS WHEREOF, the undersigned have executed this Second Lien Trademark Security Agreement as of the date first above written.

Given under the common seal of Cunningham Lindsey IP Holdings and Services Limited and a delivered as Deed


By: Gillian Hogg
Name:
Title: Director

By: [Signature]
Name:
Title: Director

BANK OF AMERICA, N.A., as Second Lien
Collateral Agent

By: 
Name: Matthew Hichborn
Title: Assistant Vice President

SCHEDULE A

Country	Title	Application No.	Application Date	Reg. No.	Reg. Date	Owner
U.S. Federal	CUNNINGHAM LINDSEY 	75779699	23-Aug-1999	2413819	19-Dec-2000	Cunningham Lindsey IP Holdings and Services Limited
U.S. Federal	CUNNINGHAM LINDSEY	75647317	24-Feb-1999	2416429	26-Dec-2000	Cunningham Lindsey IP Holdings and Services Limited