

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																							
NATURE OF CONVEYANCE:	Loan Assignment Agreement for Security Interest Recorded at Reel/Frame No. 003759/0664																							
CONVEYING PARTY DATA																								
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>MBTMP Holding I Cooperatieve U.A.</td> <td></td> <td>09/21/2012</td> <td>Cooperative: NETHERLANDS</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	MBTMP Holding I Cooperatieve U.A.		09/21/2012	Cooperative: NETHERLANDS													
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<table border="1"> <tr> <td>Name:</td> <td>Credit Suisse</td> </tr> <tr> <td>Street Address:</td> <td>Paradeplatz 8</td> </tr> <tr> <td>City:</td> <td>Zurich</td> </tr> <tr> <td>State/Country:</td> <td>SWITZERLAND</td> </tr> <tr> <td>Postal Code:</td> <td>8001</td> </tr> <tr> <td>Entity Type:</td> <td>COMPANY: SWITZERLAND</td> </tr> </table>				Name:	Credit Suisse	Street Address:	Paradeplatz 8	City:	Zurich	State/Country:	SWITZERLAND	Postal Code:	8001	Entity Type:	COMPANY: SWITZERLAND									
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CORRESPONDENCE DATA																								
Fax Number:	3146122351																							
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																								
Phone:	3146215070																							
Email:	iptm@armstrongteasdale.com																							
Correspondent Name:	Courtney Jackson																							
Address Line 1:	7700 Forsyth Boulevard, Suite 1800																							

Address Line 4: Saint Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:

32628-815

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Courtney Jackson

Signature:

/Courtney Jackson/

Date:

05/24/2013

Total Attachments: 6

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Loan Assignment Agreement

(the Agreement)

dated as of September, 2012

by and between

MBTSP Holding I Coöperatieve U.A., c/o ATC Corporate Services, Olympic Plaza,
Fred Rosskestraat 123, 1078 EE Amsterdam, The Netherlands

(MBTSP)

and

Credit Suisse AG, Paradeplatz 8, 8001 Zurich, Switzerland

Luzerner Kantonalbank AG, Pilatusstrasse 12, 6002 Lucerne, Switzerland

Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Vienna, Austria

Thurgauer Kantonalbank, Bankplatz 1, 8570 Weinfelden, Switzerland

Zürcher Kantonalbank, Bahnhofstrasse 9, 8001 Zurich, Switzerland,

Vallant Bank AG, Bundesplatz 4, 3011 Berne, Switzerland,

Glarner Kantonalbank, Hauptstrasse 21, 8750 Glarus, Switzerland,

St. Galler Kantonalbank AG, St. Leonhard-Strasse 25, 9001 St. Gallen, Switzerland,

Basler Kantonalbank, Spiegelgasse 2, 4002 Basel, Switzerland,

Graubündner Kantonalbank, Grabenstrasse/Poststrasse, 7000 Chur, Switzerland,

Migros Bank AG, Seidengasse 12, 8001 Zurich, Switzerland,

(the Assignees)

Whereas

- A. Pursuant to a subordinated credit facility agreement dated June 27, 2007 and amended on September 23, 2011 (as further amended, amended and restated, supplemented or otherwise modified from time to time), (the Subordinated Credit Facility Agreement) between Masai Group International GmbH (Masai), Masai Marketing & trading AG (MMT), Swiss Masai Vertrieb AG, Masai GB Limited and Masai USA Corp. as borrowers and MBTBP as lender, MBTBP made available a loan in an aggregate principal amount of CHF 28,000,000.
- B. Under an amended and restated credit facility agreement dated as of September 23, 2011 (the Credit Facility Agreement) made between MMT as borrower, Masai as guarantor and Credit Suisse AG as lender, fronting bank, arranger and agent, the other financial institutions named therein as lenders, the Lenders (as defined in the Credit Facility Agreement) agreed to make available to the Borrowers (as defined in the Credit Facility Agreement) certain credit facilities.
- C. Since the refinancing in September 2011, the business performance of the Masai group has fallen below expectations and Masai and MMT became over-indebted. Masai and MMT have notified the bankruptcy court of the over-indebtedness and on May 9, 2012 the bankruptcy court has declared Masai and MMT bankrupt as per that date.
- D. In order to facilitate the debt structure of Masai and certain of its subsidiaries and to concentrate the financial debt MBTBP intends to assign and transfer to the Lenders (as defined in the Credit Facility Agreement) any and all of its claims under and in respect of the Subordinated Credit Facility Agreement and any other loan agreement with Masai, MMT and Swiss Masai Vertrieb AG, respectively.

Now, therefore, the Parties agree as follows:

1. Assignment

MBTBP agrees to assign and hereby assigns to the Assignees for no consideration any and all of its claims under and in respect of the Subordinated Credit Facility Agreement, including its claim for repayment of the nominal amount of the Facility (as defined in the Subordinated Credit Facility Agreement), together with all accrued interest.

MBTBP agrees to assign and hereby assigns to the Assignees for no consideration any and all of its other claims it may have against Masai, MMT and Swiss Masai Vertrieb AG under and in respect of any other loan agreement MBTBP may have with Masai, MMT and Swiss Masai Vertrieb AG, respectively.

2. List of Assignment Claims

On the date of this Agreement MBTBP shall deliver to Credit Suisse AG a list of all claims assigned under this Agreement for information purposes only. It is agreed that MBTBP does not make any representation or warranty in respect of the accuracy and completeness of such list.

3. Release

The Assignees hereby release MBTBP and its affiliates from all liability against the Assignees whatsoever under and in respect of the Subordinated Credit Facility Agreement and any other loan agreement MBTBP or its affiliates may have with Masai, MMT and Swiss Masai Vertrieb AG, respectively.

4. Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the substantive laws of Switzerland (i.e. with the exception of the collision rules of Swiss international private law).

All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the courts of the city of Zurich. Where the law permits, the commercial court of the Canton of Zurich (*Handelsgericht des Kantons Zürich*) shall have exclusive subject matter jurisdiction.

The Assignees, in addition, have the right to institute legal proceedings against MBTBP at any other competent court, in which case Swiss law shall nevertheless be applicable as provided in this clause 4.

[signature page follows]

This Agreement has been entered into on the date stated at the beginning of this Agreement.

MBTBP Holding I Coöperatieve U.A.

Place, Date Boston, MA 7/2/12

By: [Signature]
Name|Title: David Cardow | Director

Place, Date: Amsterdam 16 September 2012

By: [Signature]
Name|Title: E. Brands
managing director

Credit Suisse AG

Place, Date Zürich, 31/11/12

By: [Signature]
Name|Title: Christian Bösch | Director

By: [Signature]
Name|Title: Claudio Borla

Luzerner Kantonalbank AG

Raiffeisen Bank International AG

Thurgauer Kantonalbank

Zürcher Kantonalbank

Valliant Bank AG

Glarner Kantonalbank

St. Galler Kantonalbank AG

Basler Kantonalbank

Graubündner Kantonalbank

Migros Bank AG

All represented by proxy by Credit Suisse AG

Credit Suisse AG

Place, Date Zürich, 31.12.11/12

By: [Signature]

Name/Title: Christian Bösch | Director

[Signature]

By: [Signature]

Name/Title:

Claudio Berla