

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
Teleplan Technology B.V.		12/31/2012	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	ABN AMRO BANK N.V.		
Street Address:	10 Gustav Mahlerlaan		
Internal Address:	1082 PP		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2578381	TELEPLAN	
CORRESPONDENCE DATA			
Fax Number:	8056541902		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	805-654-0911		
Email:	dperkins@normandowler.com		
Correspondent Name:	Deborah A. Perkins		
Address Line 1:	840 County Square Drive		
Address Line 4:	Ventura, CALIFORNIA 93003		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 2578381

TRADEMARK

NAME OF SUBMITTER:	Deborah A. Perkins
Signature:	/DeborahAPerkins/
Date:	05/24/2013
Total Attachments: 14 source=130524 Security Agreement#page1.tif source=130524 Security Agreement#page2.tif source=130524 Security Agreement#page3.tif source=130524 Security Agreement#page4.tif source=130524 Security Agreement#page5.tif source=130524 Security Agreement#page6.tif source=130524 Security Agreement#page7.tif source=130524 Security Agreement#page8.tif source=130524 Security Agreement#page9.tif source=130524 Security Agreement#page10.tif source=130524 Security Agreement#page11.tif source=130524 Security Agreement#page12.tif source=130524 Security Agreement#page13.tif source=130524 Security Agreement#page14.tif	

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP
ADVOCATEN SOLICITORS NOTARIS
BELASTINGADVISEURS

EXECUTION COPY

TELEPLAN TECHNOLOGY B.V.

AS PLEDGOR

AND

ABN AMRO BANK N.V.

AS PLEDGEE

**MASTER DEED
OF INTELLECTUAL PROPERTY PLEDGE**

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THIS DEED is made on 31 December 2012 by:

1. **TELEPLAN TECHNOLOGY B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands and its address at Schiphol Boulevard 201, 1118 BG Schiphol, The Netherlands, Chamber of Commerce registration number 56620608 (the "**Pledgor**"); and
2. **ABN AMRO BANK N.V.**, a public company with limited liability (*naamloze vennootschap*), incorporated under Dutch law, having its seat (*statutaire zetel*) at Amsterdam, The Netherlands, and its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands, and registered with the Dutch Commercial Register (*Handelsregister*) under number 34334259, except as expressly provided herein acting in its capacity of Security Agent (all as defined below) (the "**Pledgee**").

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 Words and expressions defined in the Intercreditor Agreement (as defined below) shall have the same meaning when used in this Deed, unless defined otherwise herein.

1.1.2 In addition the following terms shall have the following meanings:

"**Deed**" means this Master Deed of IP Pledge and any Supplemental Deed of IP Pledge;

"**Deed of Confirmation**" means the deed of confirmation of security dated on or about the date of this Master Deed and made between Teleplan Communications B.V. as transferor, the Pledgor as transferee and the Pledgee as pledgee in respect of the rights of pledge created in respect of certain of the IP Collateral pursuant to the Existing IP Pledge.

"**Enforcement Event**" means any default (*verzuim*) in the proper performance of the Secured Obligations or any part thereof provided it is also an Event of Default and provided notice has been given in accordance with sub-clause 26.20 (*Acceleration*) of the Facilities Agreement.

"**Existing IP Pledge**" means the master deed of pledge of intellectual property rights dated 6 May 2011 between, amongst others, Teleplan Communications B.V. as Pledgor (as defined therein) and the Pledgee as pledgee.

"Facilities Agreement" means the senior facilities agreement dated 17 December 2010 (as amended and/or restated from time to time) and made between, among others, AMS Holding B.V. as Parent, AMS Acquisition B.V. as Company and Original Borrower, the Original Guarantors, ABN AMRO Bank N.V. and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Arranger and Underwriter, the financial institutions listed in Schedule 1 (*Original Lenders*) thereto as Original Lenders and ABN AMRO Bank N.V. as Agent and Security Agent (all as defined therein).

"Intellectual Property" means any and all present and future intellectual property rights in any country or jurisdiction, including but not limited to any patents, utility models, layout-designs (topographies) of integrated circuits, trade secrets, know-how, industrial designs, copyrights, neighbouring rights, database rights or other rights in compilations of data, trademarks, trade names, internet domain names, plant variety rights and any all rights of a similar nature, either (i) now known, contemplated or unforeseen, (ii) having a statutory basis or existing under equity, common law or otherwise, (iii) registered, deposited, filed or not, and including any and all rights in connection with applications for or rights to apply for or acquire any and all of such rights.

"Intercreditor Agreement" means the intercreditor agreement dated 17 December 2011 (as amended and/or restated from time to time) and made between, among others, AMS Holding B.V. as Parent, AMS Acquisition B.V. as Company, ABN AMRO Bank N.V. as Senior Agent and Security Agent, the Senior Lenders and ABN AMRO Bank N.V. and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. as Senior Arrangers (all as defined therein).

"IP Collateral" means any and all present and future Intellectual Property of the Pledgor, including but not limited to the Intellectual Property referred to in **Annex 1** (*List of IP Collateral*) to this Master Deed or any other Deed;

"Deed of Foreign Law IP Pledge" means any Deed of Foreign Law IP Pledge as defined in Clause 3.2 hereof;

"IP Registers" means any appropriate register or authority in any jurisdiction in which any of the IP Collateral is or can be registered.

"Master Deed" means this Master Deed of IP Pledge.

"Parallel Debt" has the meaning given thereto in clause 14.3 (*Parallel Debt* (*Covenant to Pay the Security Agent*)) of the Intercreditor Agreement.

"Principal Obligations" means all present and future obligations owed by any Debtor(s) to any of the Secured Parties under or in connection with the Debt Documents, other than the obligations pursuant to the Parallel Debt.

"**Secured Obligations**" means all present and future obligations owed by the Debtors to the Pledgee pursuant to the Parallel Debt and all Principal Obligations that are secured obligations pursuant to paragraph 3.1.3.

"**Supplemental Deed of IP Pledge**" means any Supplemental Deed of IP Pledge as defined in Clause 3.1.2 hereof.

"**Transferred IP**" has the meaning given thereto in the Deed of Conformation.

1.2 Interpretation

1.2.1 Continuing Security

Any references made in this Deed to any Debt Document or to any agreement or document (under whatever name), shall, where applicable, be deemed to be references to (i) such Debt Document or such other agreement or documents as the same may have been, or may at any time be, extended, prolonged, amended, restated, supplemented, renewed or novated, as persons may accede thereto as a party or withdraw therefrom as a party in part or in whole or be released thereunder in part or in whole, and as facilities and financial services are or may at any time be granted, extended, prolonged, increased, reduced, cancelled, withdrawn, amended, restated, supplemented, renewed or novated thereunder including, without limitation, (a) any increase or reduction in any amount available thereunder or any alteration of or addition to the purpose for which any such amount, or increased or reduced amount may be used, (b) any facility provided in substitution of or in addition to the facilities originally made available thereunder, (c) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing, and (d) any combination of the foregoing and/or (ii) any document designated as Debt Document by the Security Agent and the Company, and consequently, the rights of pledge created under and pursuant to this Deed and any supplemental deed of pledge will secure any additional amounts which are or may be made available or become payable under the Debt Documents from time to time.

1.2.2 Annex; Clause

Except as otherwise specified, a reference in this Deed to an "Annex", a "Clause" or a "Sub-clause" shall be construed as a reference to such Annex to, Clause or Sub-clause of this Deed.

1.3 Unlawful Financial Assistance

No obligations shall be included in the definition of "Secured Obligations" to the extent that, if they were included, the security interest granted pursuant to this Deed or any part thereof would be void as a result of violation of the prohibition on financial

assistance contained in Article 2:98c Dutch Civil Code or any other applicable financial assistance rules under any relevant jurisdiction (the "**Prohibition**") and all provisions hereof will be interpreted accordingly. For the avoidance of doubt, this Deed will continue to secure those obligations which, if included in the definition of "Secured Obligations", will not constitute a violation of the Prohibition.

1.4 **Interpretation**

2. **UNDERTAKING TO PLEDGE AND PARALLEL DEBT**

2.1 **Undertaking to pledge**

The Pledgor hereby agrees with the Pledgee that it shall grant to the Pledgee a right of pledge over its IP Collateral, as security for the payment of the Secured Obligations, it being understood (for the avoidance of doubt) that the Transferred IP is already subject to security created pursuant to the Existing IP Pledge.

2.2 **Parallel Debt**

Pursuant to the Parallel Debt the Pledgee has its own claim in respect of the payment obligations of the Debtors to the Secured Parties. In connection with the creation of the rights of pledge pursuant hereto the Pledgor and the Pledgee acknowledge that with respect to this claim the Pledgee acts in its own name and not as representative (*vertegenwoordiger*) of the Secured Parties or any of them and consequently the Pledgee is the sole pledgee under this Deed.

3. **PLEDGE**

3.1 **Pledge of IP Collateral**

3.1.1 To secure the payment of the Secured Obligations the Pledgor hereby grants to the Pledgee a right of pledge over its IP Collateral, which right of pledge is hereby accepted by the Pledgee, it being understood (for the avoidance of doubt) that the Transferred IP is already subject to security created pursuant to the Existing IP Pledge.

3.1.2 The Pledgor will execute, once a year or upon a Default which is continuing with such other frequency as the Pledgee may designate in writing to the Pledgor, and at the Pledgee's first request a supplemental deed of pledge in the form of **Annex 2** (*Form of Supplemental Deed of IP Pledge*) of this Master Deed or such other form as the Pledgee may request (a "**Supplemental Deed of IP Pledge**").

3.1.3 If and to the extent that at the time of the creation of this right of pledge, or at any time hereafter, a Principal Obligation owed to the Pledgee cannot be

validly secured through the Parallel Debt, such Principal Obligation itself shall be a Secured Obligation.

3.2 Foreign Law IP Pledge

To secure the payment of the Secured Obligations, the Pledgor undertakes to grant to the Pledgee, upon any request of the Pledgee, in accordance with and subject to the terms hereof and the Agreed Security Principles, in particular paragraph (e) of section (A) of Schedule 13 (*Agreed Security Principles*) of the Facilities Agreement, a right of pledge over its IP Collateral in accordance with the laws of any jurisdiction the Pledgee in its sole discretion deems to be relevant to ensure that the Pledgee will have an enforceable right of pledge under the laws of such jurisdiction (a "**Deed of Foreign Law IP Pledge**").

3.3 General

3.3.1 The Pledgor undertakes:

- (a) as soon as possible after receipt of the up to date overview of its IP Collateral as referred to in paragraph (b)(i) of Clause 4.2 (*Covenants*), to register this Deed (together with such up to date overview) with the IP Registers for The Netherlands, the Benelux (as a whole) and the European Community (as a whole) and, upon the Pledgee's written request, in any other jurisdiction the Pledgee deems to be relevant (each a "**Registration Jurisdiction**"); and
- (b) to register any Supplemental Deed with the IP Registers for The Netherlands, the Benelux (as a whole) and the European Community (as a whole) and, upon the Pledgee's written request, in any Registration Jurisdiction.

The Pledgee is entitled to present this Master Deed and any other Deed for registration with the IP Registers in any Registration Jurisdiction.

3.3.2 The Pledgor undertakes to forthwith provide the Pledgee with (i) a copy of an executed Deed and (ii) any evidence of registration of such Deed in any Registration Jurisdiction.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Pledgor hereby represents and warrants to the Pledgee that the following is true and correct on the date hereof and will be true and correct on each date a Supplemental Deed of Pledge or a Deed of Foreign Law IP Pledge is executed:

- (a) it is entitled to pledge its IP Collateral as envisaged hereby;

- (b) subject to any rights of pledge created under the Existing IP Pledge in relation to the IP Collateral, the right of pledge created hereby over its IP Collateral is a first ranking right of pledge (*pandrecht eerste in rang*), its IP Collateral has not been encumbered with limited rights (*beperkte rechten*) or otherwise and no attachment (*beslag*) on its IP Collateral has been made;
- (c) its IP Collateral has not been transferred, encumbered or attached in advance, nor has it agreed to a transfer or encumbrance of its IP Collateral in advance; and
- (d) other than as explicitly permitted by the other Debt Documents, no licenses to use or exploit the IP Collateral have been granted and there are no obligations to grant any such licenses to any third parties, other than any licenses that are listed in **Annex 1** (*List of IP Collateral*) hereto.

4.2 Covenants

The Pledgor hereby covenants that it will:

- (a) other than as explicitly permitted under the other Debt Documents, not release, settle or subordinate any IP Collateral without the Pledgee's prior written consent;
- (b)
 - (i) not later than 1 February 2013; and
 - (ii) promptly, following a Default which is continuing, at the Pledgee's first request,

submit an up-to-date overview listing its IP Collateral, which may include a print-out and/or an electronic data carrier containing the relevant data;
- (c) at its own expense execute all documents and perform all such acts as the Pledgee may request for creating perfecting or protecting the right of pledge envisaged hereby;
- (d) not pledge, otherwise encumber or transfer any IP Collateral, whether or not in advance, or permit to subsist any kind of encumbrance other than as envisaged hereby or as explicitly permitted under the terms of the other Debt Documents, or perform any act that may harm the rights of the Pledgee, or permit to subsist any kind of encumbrance over the IP Collateral;
- (e) immediately inform the Pledgee of any event or circumstance which may be of importance to the Pledgee for the preservation or exercise of the Pledgee's rights pursuant hereto and provide the Pledgee, upon its written request, with

any other information in relation to the (pledge of the) IP Collateral as the Pledgee may from time to time request; and

- (f) immediately inform in writing persons such as a liquidator (*curator*) in bankruptcy (*faillissement*), an administrator (*bewindvoerder*) in a suspension of payment (*surseance van betaling*) or preliminary suspension of payment (*voorlopige surseance van betaling*) or a person making an attachment (*beslaglegger*), of the existence of the rights of the Pledgee pursuant hereto.

5. ENFORCEMENT

- 5.1 Any failure to satisfy the Secured Obligations when due shall constitute a default (*verzuim*) in the performance of the Secured Obligations, without any reminder letter (*sommatie*) or notice of default (*ingebrekestelling*) being required.
- 5.2 Upon the occurrence of an Enforcement Event, the Pledgee may enforce its right of pledge and take recourse against the proceeds thereof.
- 5.3 The Pledgor shall not be entitled to request the court to determine that their IP Collateral pledged pursuant hereto shall be sold in a manner deviating from the provisions of Article 3:250 Dutch Civil Code.
- 5.4 The Pledgee shall not be obliged to give notice to the Pledgor of any intention to sell the pledged IP Collateral (as provided in Article 3:249 Dutch Civil Code) or, if applicable, of the fact that it has sold the same IP Collateral (as provided in Article 3:252 Dutch Civil Code).
- 5.5 All monies received or realised by the Pledgee in connection with the IP Collateral shall be applied by the Pledgee in accordance with the relevant provisions of the Debt Documents, subject to the mandatory provisions of Dutch law on enforcement (*uitwinning*).

6. MISCELLANEOUS PROVISIONS

6.1 Waivers

- 6.1.1 To the fullest extent allowed by applicable law, the Pledgor waives (*doet afstand van*) any right it may have of first requiring the Pledgee to proceed against or claim payment from any other person or enforce any guarantee or security granted by any other person before exercising its rights pursuant hereto.
- 6.1.2 The Pledgor hereby irrevocably and unconditionally waives (*doet afstand van*) any rights it has under or pursuant to any Dutch law provisions for the protection of grantors of security for the debts of third parties, including, to the

extent relevant, any rights it may have pursuant to Articles 3:233, 3:234 and 6:139 Dutch Civil Code.

6.1.3 The Pledgor hereby irrevocably and unconditionally waives (*doet afstand van*), to the extent necessary in advance for so long as any Secured Obligations are outstanding, any and all rights of recourse (*regres*) or subrogation (*subrogatie*) vis-à-vis any Debtor that it has or may obtain or acquire after the date of this Deed as a result of any enforcement action in respect of the rights of pledge granted under or in connection with this Deed (and, to the extent such waiver is not enforceable in whole or in part, any rights of recourse or subrogation to which the Pledgor is or may become entitled under or pursuant to enforcement of any rights of pledge created under or pursuant to this Deed are hereby pledged to the Pledgee by way of a non disclosed pledge governed by the terms of this Deed), which waiver is hereby accepted by the Pledgee.

6.2 Unenforceability

The Pledgor and the Pledgee hereby agree that they will negotiate in good faith to replace any provision hereof which may be held unenforceable with a provision which is enforceable and which is as similar as possible in substance to the unenforceable provision.

6.3 Power of attorney

The Pledgor hereby grants subject to the condition precedent (*opschortende voorwaarde*) of:

- (a) the occurrence of an Event of Default, and/or
- (b) any failure by the Pledgor to comply with a duly requested further assurance or perfection obligation or otherwise having regard to the purpose for which this power of attorney is granted,

an irrevocable power of attorney to the Pledgee authorising the Pledgee to execute on its behalf all documents and to perform all such acts on behalf of the Pledgor as the Pledgee may deem necessary or useful in order to have the full benefit of the rights (to be) granted to the Pledgee pursuant hereto, including (i) the exercise of any ancillary rights (*nevenrechten*) as well as any other rights it has in relation to the IP Collateral and (ii) the performance of obligations of the Pledgee hereunder, which authorisations permits the Pledgee to (also) act as the Pledgor's counterparty within the meaning of Article 3:68 Dutch Civil Code.

6.4 Costs

With respect to costs and expenses, clause 20 (*Costs and Expenses*) of the Facilities Agreement shall apply and the provisions thereof are incorporated herein by reference.

7. **POWER TO TRANSFER**

- 7.1 To the extent permitted under the Intercreditor Agreement, the Pledgee is entitled to transfer all or part of its rights and/or obligations pursuant hereto to any transferee and the Pledgor hereby in advance gives its irrevocable consent to and hereby in advance irrevocably co-operates with any such transfer (within the meaning of Articles 6:156 and 6:159 Dutch Civil Code).
- 7.2 The Pledgee is entitled to impart any information concerning the Pledgor or the IP Collateral to any (proposed) transferee.

8. **TERMINATION**

- 8.1 Unless terminated by operation of law, the Pledgee's rights of pledge created pursuant hereto shall be in full force and effect vis-à-vis the Pledgor until it shall have terminated, in part or in whole, as described in Clause 8.2 below.
- 8.2 The Pledgee will be entitled to terminate by notice the right of pledge created pursuant hereto, in part or in whole, in respect of all or part of the IP Collateral and/or all or part of the Secured Obligations. If and insofar as the purported effect of any such termination would require a waiver (*afstand*) by the Pledgee, such termination shall be construed accordingly and the Pledgor hereby in advance agrees to such waiver.

9. **GOVERNING LAW AND JURISDICTION**

- 9.1 This Deed is governed by and shall be interpreted in accordance with Dutch law. All disputes arising from or in connection with this Deed shall be submitted to the district court in Amsterdam, without prejudice to the Pledgee's right to submit any disputes to any other competent court in The Netherlands or in any other jurisdiction.
- 9.2 If a party to this Deed is represented by (an) attorney(s) in connection with the execution of this Deed or any agreement or document pursuant hereto, and the relevant power of attorney is expressed to be governed by Dutch law, such choice of law is hereby accepted by the other party, in accordance with Article 14 of the Hague Convention on the Law Applicable to Agency of 14 March 1978.

[Signature pages follows]

SIGNATURES

IN WITNESS whereof this Deed has been duly executed on the date first above written.

for and on behalf of
TELEPLAN TECHNOLOGY B.V.
as Pledgor

M. Polak

Name: *M. POLAK-BLEDOWSKA*
Title: *PROXY HOLDER*

Name:
Title:

for and on behalf of

for and on behalf of
ABN AMRO BANK N.V.
as Pledgee

Name:
Title:

Name:
Title:

SIGNATURES

IN WITNESS whereof this Deed has been duly executed on the date first above written.

for and on behalf of
TELEPLAN TECHNOLOGY B.V.
as Pledgor

Name :
Title :

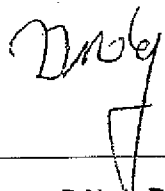
Name :
Title :

for and on behalf of

for and on behalf of
ABN AMRO BANK N.V.
as Pledgee



Name : Jeanine Kok
Title : Proxy Holder



Name : D.N. de Baan
Title : Proxy Holder

**ANNEX 1
LIST OF IP COLLATERAL**

Registered and Non-Registered Tradenames/Domainnames:

Name	Description
Teleplan	Name