

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sherry Laboratories of Indiana, LLC		07/30/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited, as Security Agent		
Street Address:	Level 24, 8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2642621	SHERRY LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	744611-5		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 2642621

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

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

07/30/2013

**Total Attachments: 6**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses

WHEREAS, Sherry Laboratories of Indiana, LLC, an Indiana limited liability company (herein referred to as the "Chargor") owns, or in the case of licenses is a party to, the Intellectual Property Charged Assets (as defined below);

WHEREAS, the Chargor is party to a Senior Facilities Agreement dated 23 December 2010 (as amended and/or supplemented from time to time, the "Senior Facilities Agreement") among, *inter alios*, Herculean Testing Group B.V., as borrower, certain lenders thereto and HSBC Bank plc, as agent;

WHEREAS, pursuant to a Security Agreement dated as of February 28, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, *inter alios*, the Chargor and HSBC Corporate Trustee Company (UK) Limited, as security agent for the Secured Parties (the "Security Agent", which expression shall include its successors, assigns and transferees) the Chargor has secured the Secured Liabilities by granting to the Security Agent a continuing Security Interest in personal property of the Chargor, including all right, title and interest of the Chargor in, to and under the Intellectual Property Charged Assets (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Chargor grants to the Security Agent, to secure the Secured Liabilities, continuing Security in all of the Chargor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Charged Assets"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Chargor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which the Chargor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Chargor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Chargor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Chargor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Chargor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Chargor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Acceleration Event shall have occurred, to take with respect to the Intellectual Property Charged Assets any and all appropriate action which the Chargor might be entitled to take with respect to the Intellectual Property Charged Assets and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property

Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement or the Senior Facilities Agreement, the Chargor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Charged Assets.

The foregoing Security is granted in conjunction with the security interests granted by the Chargor to the Security Agent pursuant to the Security Agreement. The Chargor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Charged Assets granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Chargor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Chargor by mail at the address specified under its signature in its Accession Supplement to the Security Agreement. The Chargor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

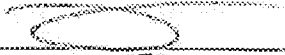
In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Senior Facilities Agreement or the Security Agreement, as applicable.

*[Remainder of page left blank intentionally; signatures follow.]*

IN WITNESS WHEREOF, the Chargor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 30th day of July, 2013.

SHERRY LABORATORIES OF INDIANA, LLC,  
as Chargor

By:   
Name: J. D. LIETZ  
Title: MANAGER

Acknowledged:

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED,  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO IP SECURITY AGREEMENT SUPPLEMENT (SHERRY LABS)]

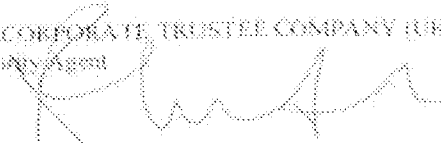
IN WITNESS WHEREOF, the Chargor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereto duly authorized as of the 30th day of July 2013.

SHERRY LABORATORIES OF INDIANA, LLC  
as Chargor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED,  
as Security Agent

  
By: \_\_\_\_\_  
Name:  
Title:

Jason Blondell  
Authorized Signatory

[Signed/Sealed Pursuant to IP Security Agreement Supplement (Sherry Labs)]

SCHEDULE 1 to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT  
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SHERRY LABORATORIES	2642621	Registered: October 29, 2002 Renewed: November 19, 2012