

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEWILL LIMITED		10/02/2013	COMPANY: UNITED KINGDOM
KEWILL INC.		10/02/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TPG SPECIALTY LENDING, INC.
Street Address:	888 Seventh Avenue, 35th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10106
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85583165	KEWILL NETSHIP
Registration Number:	1780072	CLIPPERSHIP
Registration Number:	1738794	TRACER
Registration Number:	3688127	KEWILL
Registration Number:	3168102	KEWILL

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 213.683.5698
 Email: MinetteTayco@paulhastings.com
 Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
 Address Line 1: 515 S. Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

CH \$140.00 85583165

ATTORNEY DOCKET NUMBER:	KEWILL(90381.3):TRADEMARK
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	10/02/2013
Total Attachments: 5 source=TPG_Kewill - Fully Executed Trademark Security Agreement#page1.tif source=TPG_Kewill - Fully Executed Trademark Security Agreement#page2.tif source=TPG_Kewill - Fully Executed Trademark Security Agreement#page3.tif source=TPG_Kewill - Fully Executed Trademark Security Agreement#page4.tif source=TPG_Kewill - Fully Executed Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of October 2, 2013, is entered into by and among (i) **KEWILL LIMITED**, a company organized under the laws of England and Wales (“*Kewill*”), (ii) **KEWILL INC.**, a Delaware corporation (together with Kewill, each individually a “*Grantor*”, and individually and collectively, the “*Grantors*”), and **TPG SPECIALTY LENDING, INC.**, a Delaware corporation (“*TSL*”), as agent for the below-defined Lenders (in such capacity, together with its successors and assigns in such capacity, “*Administrative Agent*”) pursuant to (a) that certain Guarantee and Collateral Agreement, dated as of October 2, 2013 (as amended, restated, supplemented and other modified from time to time, the “*Guarantee and Collateral Agreement*”), by and among the Grantors, certain of the Grantors’ affiliates, and the Administrative Agent, and (b) that certain Second Lien Credit Agreement, dated as of October 2, 2013 (as amended, restated, supplemented and otherwise modified from time to time, the “*Credit Agreement*”), by and among the Grantors, certain of the Grantor’s affiliates, the banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), the Administrative Agent, and TSL, as Lead Arranger.

Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (as defined in the Guarantee and Collateral Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor’s federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Administrative Agent, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND SUBMISSION TO JURISDICTION; WAIVERS SET FORTH IN SECTIONS 8.11 AND 8.12 OF THE GUARANTEE AND COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

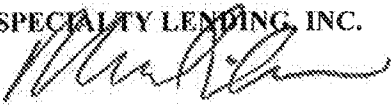
4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

ADMINISTRATIVE AGENT:

TPG SPECIALTY LENDING, INC.



By: _____

Name: Michael Fishman


Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005123 FRAME: 0542

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Kewill Inc.	KEWILL NETSHIP	85583165	29-Mar-2012	n/a	n/a
Kewill Inc.	CLIPPERSHIP CLIPPERSHIP	74205543	23-Sep-1991	1780072	06-Jul-1993
Kewill Inc.	TRACER <i>TRACER</i>	74205542	23-Sep-1991	1738794	08-Dec-1992
Kewill Limited	KEWILL	77469002	08-May-2008	3688127	29-Sep-2009
Kewill Limited	KEWILL 	78751155	10-Nov-2005	3168102	07-Nov-2006

Applications of Registration of Trademarks

None.