

## 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         |
| P.A.T.C.O. PROPERTIES INC. |   | 05/21/2010     | CORPORATION: NEVADA |
| RECEIVING PARTY DATA       |   |                |                     |
| Name:                      | BARCLAYS BANK PLC   |                |                     |
| Street Address:            | One Churchill Place   |                |                     |
| City:                      | London  |                |                     |
| State/Country:             | UNITED KINGDOM  |                |                     |
| Postal Code:               | E14 5HP   |                |                     |
| Entity Type:               | LIMITED LIABILITY COMPANY: UNITED KINGDOM   |                |                     |
| PROPERTY NUMBERS Total: 2  |   |                |                     |
| Property Type              | Number  | Word Mark      |                     |
| Registration Number:       | 2153274   | SMART          |                     |
| Registration Number:       | 1890445   | TRACKER        |                     |
| CORRESPONDENCE DATA        |   |                |                     |
| Fax Number:                | 2026375910  |                |                     |
|                            | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                |                     |
| Phone:                     | 202-637-5600  |                |                     |
| Email:                     | DCPTOTrademarkMail@hoganlovells.com   |                |                     |
| Correspondent Name:        | Shelly L. McGee, Hogan Lovells US LLP   |                |                     |
| Address Line 1:            | 555 Thirteenth Street, NW   |                |                     |
| Address Line 4:            | Washington, DISTRICT OF COLUMBIA 20004  |                |                     |
| ATTORNEY DOCKET NUMBER:    | 002379.16   |                |                     |
| DOMESTIC REPRESENTATIVE    |   |                |                     |
| Name:                      |   |                |                     |
| Address Line 1:            |   |                |                     |

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

NAME OF SUBMITTER:

Shelly L. McGee

Signature:

/slm/

Date:

12/02/2013

**Total Attachments: 5**

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EXECUTION VERSION

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2010, by P.A.T.C.O. PROPERTIES INC. ("Pledgor"), in favor of BARCLAYS BANK PLC, in its capacity as security agent (the "Security Trustee") under the Amended and Restated Facility Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Security Beneficiaries (as defined in the Amended Security Agreement (as hereinafter defined)).

**WITNESSETH:**

WHEREAS, Pledgor is a party to that certain Senior Term and Multicurrency Revolving Facilities Agreement originally dated on or around February 16, 2007, and as amended on May 23, 2007, and April 2009, and as amended and restated on May 21, 2010 (the "Amended and Restated Facility Agreement") among (1) PSE Topco Limited, as the Parent, (2) PSE Acqco Limited, as the Company, (3) the companies listed in part 1 of schedule 1 thereof as Borrowers, (4) the companies listed in part 1 of schedule 1 thereof as Original Guarantors (together with Borrowers, Pledgors, Parent and Company, each individually, a "Senior Obligor", and collectively, the "Senior Obligors"), (5) Barclays Leveraged Finance, as Arranger, (6) the financial institutions from time to time parties thereto (collectively, the "Senior Lenders") and (7) Barclays Bank PLC, as Agent, Security Agent and Original Issuing Bank;

WHEREAS, Pledgor is a party to that certain Security Agreement, dated April 3, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, including, but not limited to, pursuant to the Affirmation and Amendment Agreement, dated May 21, 2010, the "Amended Security Agreement") among Pledgor, the other Pledgors named therein and Security Trustee; and

WHEREAS, pursuant to the Amended and Restated Facility Agreement and Amended Security Agreement, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Security Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Amended Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pledgor hereby grants to Security Trustee, on behalf of itself and the Security Beneficiaries, a continuing first priority security interest in all of Pledgor's right, title and interest in, to

and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and the Security Beneficiaries, pursuant to the Amended Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

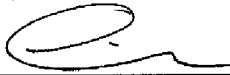
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**P.A.T.C.O. PROPERTIES, INC.**

By: *John P. Storrenberg*  
Name: John P. Storrenberg  
Title: Secretary

[Signature Page to P.A.T.C.O. Properties Inc. Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:  
**BARCLAYS BANK PLC,**  
as Security Trustee

By:   
Name: GARY BRIVE  
Title: ASSOCIATE DIRECTOR

[Signature Page to P.A.T.C.O. Properties Inc. Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

| <b>Mark</b> | <b>Registration</b> | <b>Registration Date</b> |
|-------------|---------------------|--------------------------|
| Smart       | 2153274             | April 28, 1998           |
| Tracker     | 1890445             | April 18, 1995           |