

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
LA PLACE B.V.		11/07/2013	besloten vennootschap (b.v.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	ING Bank N.V.		
Street Address:	Bijlmerplein 888		
City:	1102 MG Amsterdam Zuidoost		
State/Country:	NETHERLANDS		
Entity Type:	N.V.: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85770173	LA PLACE	
CORRESPONDENCE DATA			
Fax Number:	7344184279		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-418-4278		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	39400 Woodward Ave., Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	218537-333771		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 85770173

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jennifer Sheehan Anderson

Signature:

/Jennifer Sheehan Anderson/

Date:

12/10/2013

Total Attachments: 15

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SUPPLEMENTAL DEED

This is a Supplemental Deed pursuant to a first ranking deed of pledge of intellectual property rights dated on or about 8 December 2010 between ING Bank N.V. as the Pledgee and La Place B.V. as the Pledgor.

This Supplemental Deed is dated 7 November 2013:



 La Place B.V. as Pledgor

By: B.T.C. van den Nieuwenhof
 Title: CEO



C.M. Vellhule
 C.F.O.

Patents

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS

Registered Designs

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS

Trade Marks

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS
La Place (with icon)	0898906	29,30,32,33,35,43	BNL	registered
La Place (with icon)	0898907	29,30,32,33,35,43	BNL	registered
La Place (with icon)	010181460	29,30,32,35,43	EU	registered
La Place (with icon)	010181808	29,30,32,35,43	EU	registered
La Place (icon)	Appl. no. 1277114	29,30,32,33,35,43	BNL	submitted
La Place	Appl. no. 85770173	29,30,32,35,43	USA	Application accepted

A12781342

Licences and Sub-licences of Intellectual Property

LICENSOR	LICENSEE	DATE	SUBJECT MATTER

Other Intellectual Property

(I.e. domain names, copyright, unregistered trade mark and design rights)

Domain names

Laplace.xxx
Tik-eeen-elja.nl
Pantinishop.nl
Summersmoothie.nl
Laplaceshop.nl
Laplaca-newyorkpizza.nl
Laplacenyorkpizza.de
Laplace-newyorkpizza.da
Laplacenyorkpizza.com
Laplace-newyorkpizza.com
Laplace.net

DEED OF PLEDGE OF INTELLECTUAL PROPERTY RIGHTS

Dated 8 December 2010

created by

LA PLAGE B.V.
as the Pledgor

in favour of

ING BANK N.V.
acting as Pledgee

Linklaters

Linklaters LLP

Ref: MAK/EC

A 12781342

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THE SCHEDULES

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THIS DEED is dated 8 December 2010 and made between:

1. **La Place B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated in and existing under the laws of The Netherlands, with its corporate seat in Amsterdam, having its registered address at Laarderhoogtweg 25, 1101 EB Amsterdam Zuidoost registered with the commercial register under number 34198378 (the "Pledgor"); and
2. **ING Bank N.V.**, with its corporate seat in Amsterdam, having its registered address at Bijlmerplein 888 (1102 MG) Amsterdam, registered with the commercial register under number 33031431 (the "Pledgee").

Intellectual property rights pledge

Whereas:

The Pledgor and the Pledgee are entering into this Deed in connection with the Secured Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Facility Agreement have the same meaning and interpretation and:

"**Civil Code**" means the Dutch Civil Code (*Burgerlijk Wetboek*).

"**Deed**" means this deed of pledge.

"**Enforcement Event**" means the occurrence of the delivery of a notice from the Pledgee to the Pledgor that it is enforcing its Security under and in accordance with Clause 26.19 (*Acceleration*) of the Facility Agreement and provided a default (*verzuim*) in connection with the performance of the Secured Liabilities has occurred and is continuing.

"**Existing Intellectual Property Rights**" means (i) all the Pledgor's intellectual property rights specified in Schedule 1 and (ii) all other trade marks, service marks, trade names, domain names, logos, rights in get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, plant variety rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world which it owns at the date hereof or (to the extent of its interest) in which it has an interest at the date hereof (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it (except where a pledge of the relevant licence or sub-licence is not possible or permitted under the terms thereof or otherwise), applications and rights to apply for the same).

"Facility Agreement" means the facility agreement dated 5 November 2010 as amended and restated from time to time between V&D Group Holding B.V. (formerly known as Swan Bidco B.V.), the Mandated Lead Arrangers, the Bookrunners, the Agent, the Security Agent and the Issuing Banks (all as defined therein).

"Future Intellectual Property Rights" means all trade marks, service marks, trade names, domain names, logos, rights in get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, plant variety rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Pledgor acquires after the date hereof or (to the extent of its interest) in which it acquires an interest after the date hereof (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it (except where a pledge of the relevant licence or sub-licence is not possible or permitted under the terms thereof or otherwise), applications and rights to apply for the same).

"Intercreditor Agreement" means the intercreditor agreement dated 5 November 2010 as amended and restated from time to time between the Parent, V&D Group Holding B.V. (formerly known as Swan Bidco B.V.), the Original Obligors, the Agent, the Security Agent, the Issuing Banks and certain entities (all as defined therein).

"Parallel Debt" means the parallel debt obligations set out in clause 17.8 of the Intercreditor Agreement.

"Pledged Assets" means the Existing Intellectual Property Rights and/or (as the case may be) the Future Intellectual Property Rights.

"Secured Liabilities" means all present and future obligations consisting of monetary payment obligations owed by the Pledgor to the Security Agent under the Secured Documents, including, without limitation, the Parallel Debt, provided that no obligation shall be included in the definition of "Secured Liabilities" to the extent that, if included, this Deed and the security, rights and obligations created hereby would constitute unlawful financial assistance within the meaning of article 2:98c or 2:207c of the Civil Code.

"Security" means all or any one of the security rights created or expressed to be created by or pursuant to this Deed and/or (as the case may be) any Supplemental Deed.

"Security Interest" means a mortgage, charge, pledge, lien, guarantee or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Supplemental Deed" means a supplemental deed of pledge substantially in the form of Schedule 2.

1.2 Construction

Clause 1.2 (*Construction*) of the Facility Agreement applies to this Deed as if it were included herein.

1.3 Interpretation

Any references made in this Deed to any "**Secured Document**" or to any agreement or document shall be deemed to be references to such Secured Document or such other agreement or documents as the same may have been or will 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, (i) 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, (ii) any facility provided in substitution of or in addition to the facilities originally made available thereunder and/or (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and consequently, the rights of pledge granted under and pursuant to this Deed will secure any additional amounts which are or may be made available or become payable under the Secured Documents from time to time.

1.4 Facility Agreement

If there is a conflict between this Deed and the Facility Agreement then (to the extent permitted by law) the provisions of the Facility Agreement shall take priority over the provisions of this Deed.

2. SECURITY

2.1 First ranking pledge

The Pledgor hereby agrees with the Pledgee to create in favour of the Pledgee, as security for the payment of the Secured Liabilities, a first ranking right of pledge (*een pandrecht, eerste in rang*) in respect of the Pledged Assets.

2.2 Creation and acceptance

Pursuant to Clause 2.1, the Pledgor, as security for the payment of the Secured Liabilities, hereby creates in favour of the Pledgee, a first ranking right of pledge (*een pandrecht, eerste in rang*) over the Existing Intellectual Property Rights and, to the extent legally possible and in advance (*bij voorbaat*), the Future Intellectual Property Rights. The Pledgee hereby accepts such rights of pledge.

2.3 Future Security

- (a) The Pledgor must ensure that a first ranking right of pledge exists in favour of the Pledgee as security for the payment of the Secured Liabilities in respect of all its rights under or in connection with each Future Intellectual Property Right by delivering a Supplemental Deed to the Pledgee at least once every year (for the first time on the first anniversary of this Deed), or more often if the Pledgee requires, which Supplemental Deed must specify each material future intellectual property right which the Pledgor has acquired during the period covered by that Supplemental Deed.
- (b) The period covered by the Supplemental Deeds mentioned in paragraphs (a) above will be:

- (i) for the first Supplemental Deed, the period starting on the date hereof to and including the date on which Security is created under the first Supplemental Deed; and
- (ii) for each subsequent Supplemental Deed, the period starting on the date on which Security is created under the most recent Supplemental Deed to and including the date on which Security is created under that Supplemental Deed.

2.4 Registration

The Pledgor shall at its own cost and expense:

- (a) promptly after the date of this Deed, and to the extent that the existing material intellectual property rights listed in Schedule 1 are registered or the subject of an application for registration in The Netherlands, Benelux, and/or on any other supra-national registry (including, but not limited to, applications and registrations at European Union level, at the Office for Harmonization in the Internal Market, at the Community Plant Variety Office or any replacement bodies or at European Patent Convention level (such as at the European Patent Office) or with the World Intellectual Property Organisation), apply to the relevant governmental registration body to register this Deed;
- (b) promptly after the date of any Supplemental Deed that is required pursuant to paragraph (a) of Clause 2.3 (*Future Security*), and to the extent that the future material intellectual property rights pledged pursuant to the applicable Supplemental Deed are registered or the subject of an application for registration in The Netherlands, Benelux, and/or on any other supra-national registry (including, but not limited to, applications and registrations at European Union level, at the Office for Harmonization in the Internal Market, at the Community Plant Variety Office or any replacement bodies or at European Patent Convention level (such as at the European Patent Office) or with the World Intellectual Property Organisation), apply to the relevant governmental registration body to register the applicable Supplemental Deed; and
- (c) promptly upon receiving the evidence of the registrations mentioned under (a) and (b) above, deliver such evidence to the Pledgee.

3. REPRESENTATIONS

3.1 Asset representations

The Pledgor represents to the Pledgee the accuracy of the following, as at the date of this Deed:

- (a) the rights of pledge created hereby over the Pledged Assets are a first ranking right of pledge (*pandrecht eerste in rang*) and no attachment (*beslag*) on the Pledged Assets have been made;
- (b) the Pledgor has full legal and beneficial title to the Pledged Assets and they may be pledged to the Pledgee; and
- (c) the Pledged Assets have not been transferred or encumbered in advance, nor has the Pledgor agreed to such transfer or encumbrance in advance.

3.2 All material intellectual property rights

The Pledgor represents to the Pledgee that Schedule 1 of this Deed contains all material intellectual property rights owned by the Pledgor existing as of the date of this Deed and the Pledgor shall procure that all material intellectual property rights owned by the Pledgor (either present or future) are and will remain pledged pursuant to this Deed or any Supplemental Deed.

3.3 Repetition

The Pledgor makes the representations and warranties in this Clause 3 to the Pledgee, by reference to the facts and circumstances then existing, on the date of each Supplemental Deed in respect of:

- (a) all Pledged Assets pledged under that Supplemental Deed; and
- (b) any other Pledged Assets then subject to this Deed.

4. RESTRICTIONS ON DEALINGS

The Pledgor shall not create or permit to subsist any Security Interest over any Pledged Asset except for any Security Interest created pursuant to this Deed or any Supplemental Deed, except as allowed, in each case, under the Secured Documents.

5. ASSET COVENANTS

Except as explicitly provided otherwise in the other Secured Documents, while an Enforcement Event is continuing, the Pledgor shall be free to deal with the Pledged Assets in the course of its business, including, without limitation, allowing its intellectual property rights to lapse if no longer material to its business.

6. ENFORCEMENT**6.1 When enforceable**

The Security shall be enforceable and exercisable while an Enforcement Event is continuing.

6.2 Default

Failure to satisfy a Secured Liability when it falls due shall constitute a default (*verzuim*) (for the purpose of section 3:248 (1) of the Civil Code) in the performance thereof without any further reminder (*sommatie*) or notice of default (*ingebrekestelling*) being required under and pursuant to this Deed.

6.3 Power of sale

- (a) If an Enforcement Event has occurred and is continuing and all or part of the Secured Liabilities are due the Pledgee may collect or sell all or part of the Pledged Assets and apply the proceeds in satisfaction of the Secured Liabilities in accordance with Clause 7 (*Application of Proceeds*).
- (b) The Pledgee shall not be required to notify the Pledgor or those who have a limited right (*beperkt recht*) on or have made an attachment (*beslag*) in respect of any Pledged Asset of any proposed or completed sale.
- (c) Only the Pledgee shall have the right to make an application to the court for a different method of sale, as referred to in section 3:251(1) of the Civil Code.

- (d) The Pledgor hereby irrevocably and unconditionally waives any rights it may have in its capacity as grantor of security for the debts of third parties including (but not limited to) any rights under articles 3:233, 3:234 and 6:139 of the Civil Code.

7. APPLICATION OF PROCEEDS

All amounts received or recovered by the Pledgee in exercise of its rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in clause 14 (*Application of Recoveries*) of the Intercreditor Agreement.

8. LIABILITY OF PLEDGEE

- 8.1 The Pledgee shall not be liable to the Pledgor for any costs, losses, liabilities or expenses relating to the realisation of any Pledged Asset or from any act, default, omission or misconduct of the Pledgee or its directors, officers, employees or agents in relation to the Pledged Assets or in connection with this Deed except to the extent caused by its own gross negligence or wilful misconduct or that of its directors, officers, employees or agents.
- 8.2 The Pledgor shall indemnify the Pledgee against any claims made by third parties in connection with the Security and against any damage suffered and costs incurred by the Pledgee in connection with such claims except to the extent caused by its own gross negligence or wilful misconduct or that of its directors, officers, employees or agents.
- 8.3 The Pledgee shall use its reasonable efforts to mitigate the costs and losses referred to above
- 8.4 This Clause shall remain in full force and effect after the release, discharge or termination of the Security.

9. POWER OF ATTORNEY

9.1 Appointment

- (a) The Pledgor irrevocably appoints the Pledgee as its attorney (with full power of substitution), to perform in its name (i) any acts which the Pledgor must perform pursuant to this Deed and (ii) the rights of the Pledgor referred to in Clause **Error! Reference source not found.** (*Asset covenants*) above.
- (b) The Pledgee shall only exercise the power conferred by this Deed (i) following the occurrence of an Enforcement Event and for so long as it is continuing or (ii) for the purposes of preservation or perfection of the Security granted or to secure the performance of an obligation of the Pledgor hereunder, where, after notice from the Pledgee, the Pledgor fails, or unreasonably refuses, to do the same within a reasonable time period.
- (c) In exercising its power of attorney the Pledgee may act as counterparty to the Pledgor or act pursuant to a power of attorney granted by one of the other parties involved in the relevant acts.
- (d) The Pledgee is under no obligation to exercise its rights referred to in this Clause 9 (*Power of Attorney*).
- (e) 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.

9.2 Ratification

The Pledgor ratifies and confirms and agrees to ratify and confirm whatever the Pledgee shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 9.1 (*Appointment*).

10. SAVING PROVISIONS

10.1 Continuing Security

Subject to Clause 11 (*Discharge or Termination of Security*), the Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

10.2 Reinstatement

If any payment by the Pledgor or any discharge given by the Secured Parties is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Pledgor and the Security shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Pledgee shall be entitled to recover the value or amount of that security or payment from the Pledgor, as if the payment, discharge, avoidance or reduction had not occurred.

10.3 Additional Security

The Security is in addition to and is not in any way prejudiced by any other guarantees or security now or subsequently held by the Secured Parties.

11. DISCHARGE OR TERMINATION OF SECURITY

- (a) If all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, the Pledgee shall at the request and cost of the Pledgor confirm (in writing) that the Security has ended and shall take all necessary steps to release the Security.
- (b) The Pledgee will be entitled, at the cost of the Pledgor, to unilaterally terminate (*opzeggen*) as envisaged by article 3:81 of the Civil Code the Pledge, in part or in whole and in respect of all or only part of the Secured Liabilities.

12. EFFECTIVENESS OF SECURITY

The security interests hereby created shall be in addition to and shall be independent of every other mortgage, charge, pledge or other form of security which the Pledgee may at any time hold for any of the Secured Liabilities and this Deed shall remain in full force and effect until payment and discharge in full of the Secured Liabilities, notwithstanding the receivership, liquidation, bankruptcy, insolvency, reorganisation or the presentation of a petition for an administration order of the Pledgor or any other fact or contingency whatsoever

13. REMEDIES, TIME OR INDULGENCE

13.1 Remedies

The rights, powers and remedies provided by this Deed are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers and remedies provided by law.

13.2 Time

No failure on the part of the Pledgee to exercise any of the rights, powers and remedies provided by this Deed or by law (collectively the "**Rights**") shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Rights preclude any further or other exercise of that one of the Rights concerned or the exercise of any other of the Rights.

13.3 Indulgence

The Pledgee may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Pledgor) in respect of the Secured Liabilities or any other mortgage, charge, pledge or other form of security thereof or guarantee in respect thereof, without prejudice either to the security interests hereby created or to any of the Rights or to the liability of the Pledgor for the Secured Liabilities.

14. ILLEGALITY, UNENFORCEABILITY, RESCISSION, AMENDMENT

14.1 Illegality and unenforceability

If a provision of this Deed is or becomes illegal or unenforceable in any jurisdiction, that shall not affect the legality or enforceability of any other provision of this Deed and the legality or enforceability in other jurisdictions of that or any other provision of this Deed.

14.2 Rescission

This Deed may not be rescinded in whole or in part.

14.3 Amendment

This Deed may only be amended or supplemented in writing by the pledgor and pledgee.

15. NOTICES

All notices, demands, instructions and communications required or permitted to be given to or made upon any party hereto shall be given in accordance with the Secured Documents.

16. COUNTERPARTS

This Deed may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same Deed.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it is governed by Dutch law.

17.2 Jurisdiction

- (a) The courts of Amsterdam have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising out of or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- (b) Paragraph (a) above is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

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– Signature page to follow –

SIGNATURE PAGE

La Place B.V. as Pledgor

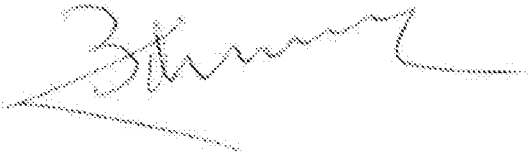
By:

Title:

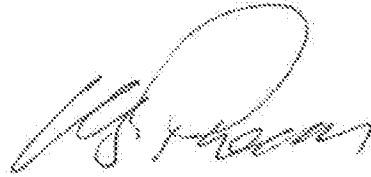
ING Bank N.V. as Pledgee

By:

Title:



G.E. Schinning



M.S. Preuss

SCHEDULE 1
MATERIAL EXISTING INTELLECTUAL PROPERTY RIGHTS

Trade Marks

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS
La Place	(BNL 0721259)			
La Place	(BNL 0724371)			
La Place	(BNL 0880203)			
La Place	(BNL 0880205)			
La Place	(BNL 0880205)			
La Place	(EU 009031337)			
La Place	(EU 003708757)			

Other Intellectual Property

LAPLACE.NL

LA-PLACE.NL