

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GroupEx Financial Corporation		12/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Finance, Inc., as Administrative Agent		
Street Address:	1450 Brickell Avenue, 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2483388		
Registration Number:	2038593	KING	
Registration Number:	2038592	KING EXPRESS	
Registration Number:	2871769	KING EXPRESS	
Registration Number:	2925028	MEXICO EXPRESS	
Registration Number:	3038101	MEXICO EXPRESS	
Registration Number:	2925029	MEXICO EXPRESS	
Registration Number:	3038102	MEXICO EXPRESS	
Registration Number:	2911828	REYME\$A	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdoCKET@lw.com		
Correspondent Name:	Latham & Watkins LLP		

OP \$240.00 2483388

Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 053437-0003

NAME OF SUBMITTER: Rhonda DeLeon

Signature: /Rhonda DeLeon/

Date: 01/03/2014

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks is dated as of December 27, 2013 (this "**Agreement**"), among Sigue Corporation, a Delaware corporation, GroupEx Financial Corporation, a Delaware corporation (together with their respective successors and assigns, collectively, the "**Grantors**" and each a "**Grantor**"), and WhiteHorse Finance, Inc., as administrative agent (together with its successors and assigns in such capacity, the "**Administrative Agent**"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Sigue Corporation, a Delaware corporation (the "**Company**"), and the other borrowers party thereto, the lenders party thereto (the "**Lenders**") and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantors are a party to that certain Second Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the other grantors named therein and the Administrative Agent, pursuant to which each Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on certain of its assets, whether now owned or existing or hereafter acquired or arising.

### AGREEMENT:

In consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

**Section 1. Defined Terms.** Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

**Section 2. Grant of Security Interest.** As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in and a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A);
- (ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A);
- (iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;

- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of such Grantor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.


**Section 3. Reference to Separate Security Agreement.** This Agreement has been entered into by the Grantors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantors and any other grantors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

**Section 4. Reference to First Lien Intercreditor Agreement.** The liens or security interests granted hereunder and the exercise of any right or remedy hereunder in respect thereof are subordinate in the manner and to the extent set forth in the First Lien Intercreditor Agreement. If there is a conflict between the terms of the First Lien Intercreditor Agreement and this Agreement, the terms of the First Lien Intercreditor Agreement control.

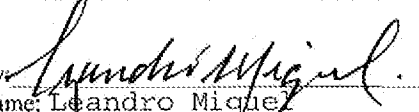
[Signature Page Follows]

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SIGUE CORPORATION

By:   
Name: Leandro Miguel  
Title: President

GROUPEX FINANCIAL CORPORATION

By:   
Name: Leandro Miguel  
Title: President

Accepted and acknowledged by:

WHITEHORSE FINANCE, INC.,  
as Administrative Agent

By: Alastair S.C. Menzies  
Name: ALASTAIR S.C. MENZIES  
Title: CFO & Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK  
REEL: 005186 FRAME: 0813

Schedule A  
to Grant of Security Interest in  
Trademarks

<u>Trademarks of Sigue Corporation</u>	<u>Registration No.</u>
¡A SU SERVICIO AQUÍ Y ALLÁ!	3911482
ENVÍOS EL CID	4172032
	4161578
SIGUE	2693756
	2642464
 <u>Trademarks of GroupEx Financial Corporation</u>	 <u>Registration No.</u>
	2483388
KING	2038593
	2038592
KING EXPRESS	2871769
MEXICO EXPRESS	2925028
MEXICO EXPRESS	3038101
	2925029
	3038102
REYMESA	2911828