

TRADEMARK ASSIGNMENT

04/22/2014



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Electronic Version v1.1  
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MVC

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avure Technologies Incorporated		03/02/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	Proventus Capital Partners II AB (PUBL)
Street Address:	BOX 1719
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	SE-111 87
Entity Type:	Partnership: SWEDEN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78149015	
Serial Number:	78104410	AVURE
Serial Number:	75377825	FRESHER UNDER PRESSURE
Serial Number:	73715215	MINI-HIPPER

CORRESPONDENCE DATA

Fax Number: 2123108007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 2123108000  
 Email: brian.lee@weil.com  
 Correspondent Name: JUSTIN C. LEE  
 Address Line 1: Weil, Gotshal & Manges LLP  
 Address Line 2: 767 Fifth Avenue  
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	68578.0003/JUST C. LEE/BL
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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of March 2, 2014, by each of the entities listed on the signature pages hereto as a grantor (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of PROVENTUS CAPITAL PARTNERS II AB (PUBL), as Secured Party (in such capacity, the "*Secured Party*").

### Witnesseth:

WHEREAS, pursuant to the Facilities Agreement, dated as of March 2, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Facilities Agreement*"), among Avure Sweden AB, Avure Technologies AB, Avure, LLC, Avure Holdco, LLC, Avure U.S., Inc., Avure Technologies Incorporated, and the Secured Party, the Secured Party has agreed to make extensions of credit to the Borrowers (as defined in the Facilities Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Secured Obligations; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Secured Party (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Facilities Agreement and to induce the Secured Party to make its extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Secured Party as follows:

#### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Facilities Agreement or in the Security Agreement and used herein have the meaning given to them in the Facilities Agreement or the Security Agreement.

#### *Section 2. Grant of Security Interest in Trademark Collateral*

Each Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations, hereby grants to the Secured Party a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed, but only until such statement is filed) and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement, dilution or other impairment of such Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or such Trademark licensed under any Trademark License.

**Section 3. Security Agreement**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and 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.

**Section 4. Miscellaneous**

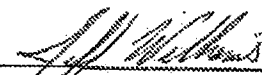
Each Grantor hereby agrees that anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

AVURE TECHNOLOGIES INCORPORATED,  
*as Grantor*

By: \_\_\_\_\_

  
Name: Jeff Williams  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

PROVENTUS CAPITAL PARTNERS II AB (PUBL),  
*as Secured Party*

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005266 FRAME: 0316

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

AVURE TECHNOLOGIES INCORPORATED,  
*as Grantor*

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

ACCEPTED AND AGREED  
as of the date first above written:

PROVENTUS CAPITAL PARTNERS II AB (PUBL),  
*as Secured Party*

By: *Helen Taftin*  
Name: *Helen Taftin*  
Title: *Investment Associate*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule I  
to  
Trademark Security Agreement**

**TRADEMARKS**

<b>Name</b>	<b>Title</b>	<b>Type</b>	<b>Application No.</b>	<b>Owners</b>	<b>Country</b>
TM-AVURE DESIGN	(Avure Design)	Trademark	78/149015	Avure Technologies Inc.	USA
TM-AVURE	AVURE	Trademark	78/104410	Avure Technologies Inc.	USA
TM-FRESHER UNDER PRESSURE	FRESHER UNDER PRESSURE	Trademark	75/377825	Avure Technologies Inc.	USA
TM-MINI-HIPPER	MINI-HIPPER	Trademark	73715215	Avure Technologies Inc.	USA

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