

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLK DNM Group, LLC		02/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BLK DNM Holdings, Inc.		
Street Address:	237 Lafayette Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4293570	BLK DNM	
Registration Number:	4165662	BLK DNM	
Serial Number:	85696032	BLK DNM	
Serial Number:	85376481	BLK DNM	
Serial Number:	85298613	BLK DNM	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	BLKDNM-000		
NAME OF SUBMITTER:	Jennifer Kagan		
SIGNATURE:	/jenniferkagan/		
DATE SIGNED:	07/03/2014		

OP \$140.00 4293570

Total Attachments: 5

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GRANT OF SECURITY INTEREST

IN TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), is made as of this 3 day of February, 2014, between BLK DNM Group, LLC, a Delaware limited liability company (the "Grantor"), at 237 Lafayette Street, New York, NY 10012, and BLK DNM Holdings, Inc., a Delaware corporation, at 237 Lafayette Street, New York, NY 10012 (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Secured Grid Demand Promissory Note dated as of January 21, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Promissory Note") between BLK DNM Group, LLC, a Delaware limited liability company ("Borrower"), and BLK DNM Holdings, Inc., a Delaware corporation (the "Lender"), the Lender agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Promissory Note, the Grantor is required to execute and deliver to the Lender, 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Promissory Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Lender, a continuing first priority security interest in all of such Grantor'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 such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all applications, registrations and renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the obligations of Grantor as set forth in the Promissory Note ("Obligations"), whether now existing or arising

hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. PROMISSORY NOTE. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Promissory Note. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Promissory Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

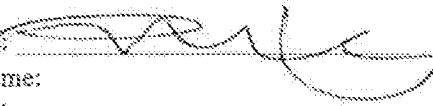
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Promissory Note) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the 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.

GRANTOR:

BLK DNM GROUP, LLC, as Grantor

By: 

Name:

Title:

Address for Notices:

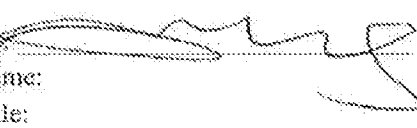
237 Lafayette Street

New York, NY 10012

ACCEPTED AND
ACKNOWLEDGED BY:

BLK DNM HOLDINGS, INC., as

Lender

By: 

Name:

Title:

Address for Notices:

237 Lafayette Street

New York, NY 10012

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Application

TITLE	COUNTRY	STATUS	App. No. (Reg. No.)
BLK DNM (LOGO)	Australia	Pending	1566844
BLK DNM	Australia	Pending	1565113
BLK DNM LOGO	Australia	Pending	1565122
BLK DNM	Australia	Pending	1566842
BLK DNM	Canada	Pending	1,590,285
BLK DNM	China	Pending	11475121
BLK DNM	China	Pending	11475120
BLK DNM	China	Pending	11475119
BLK DNM	European Union	Registered	(011683802)
BLK DNM	European Union	Registered	(010166957)
BLK DNM (BLK DNM)	Hong Kong	Pending	302374597AB
BLK DNM	Hong Kong	Pending	302374597AA
BLK DNM	Japan	Registered	(5575969)
BLK DNM	Norway	Registered	(268182)
BLK DNM	Republic of Korea	Pending	40-2012-0051847
BLK DNM	Republic of Korea	Pending	40-2013-0080345
BLK DNM	Republic of Korea	Pending	40-20130080347
BLK DNM	Russian Federation	Pending	2012736042
BLK DNM	Russian Federation	Pending	2012736043
BLK DNM (STYLIZED)	Russian Federation	Pending	2012736044
BLK DNM	Switzerland	Registered	(630263)
BLK DNM	United Arab Emirates	Pending	178614
BLK DNM	United Arab Emirates	Pending	178615
BLK DNM	United Arab Emirates	Pending	178616
BLK DNM	United States of America	Allowed	85/298,613
BLK DNM	United States of America	Pending	85/376,481
BLK DNM	United States of America	Pending	85/696,032
BLK DNM	United States of America	Registered	(4165662)

TITLE	COUNTRY	STATUS	App. No. (Reg. No.)
BLK DNM - Supplemental Register	United States of America	Registered	(4293570)