

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311815

| | | | |
|---|---------------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Supplement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Teleplan Technology B.V. | | 07/23/2014 | Private Company with Limited Liability: NETHERLANDS |
| RECEIVING PARTY DATA | | | |
| Name: | ABN AMRO Bank N.V., as Security Agent | | |
| Street Address: | Gustav Mahlerlaan 10 | | |
| City: | Amsterdam | | |
| State/Country: | NETHERLANDS | | |
| Postal Code: | 1082 PP | | |
| Entity Type: | Bank: NETHERLANDS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2578381 | TELEPLAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3026365454 | | |
| <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: | 800-927-9801 x 62348 | | |
| Email: | jpaterso@cscinfo.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue NW, Suite 430 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 229845-5 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 07/25/2014 | | |
| Total Attachments: 5 | | | |
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TRADEMARK

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Trademarks, Trademark Registrations,
Trademark Applications and Trademark Licenses)

WHEREAS, TELEPLAN TECHNOLOGY B.V., a private company with limited liability (*besloten vennootschap*) incorporated under the laws of The Netherlands, having its seat (*statutaire zetel*) at Amsterdam, The Netherlands and its business address at Schiphol Boulevard 201, 1118 BG Schiphol, The Netherlands, registered with the Chamber of Commerce in The Netherlands under number 56620608 (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into that certain Senior Facilities Agreement dated 18 July 2014 (including all annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, supplemented or otherwise modified, renewed or replaced, the "Senior Facilities Agreement"), entered into by and among, *inter alios*, AMS Acquisition B.V. (the "Company"), Teleplan Communications B.V., Teleplan International N.V., Teleplan US Holding, LLC, and ESL Technologies, Inc., as borrowers, various subsidiaries of the Company listed in Part I of Schedule I thereto, including Teleplan Services Texas, Inc., as guarantors, ABN AMRO Bank N.V. NIBC Bank N.V., HSBC Bank PLC and Deutsche Bank Nederland N.V. as mandated lead arrangers; and ABN AMRO Bank N.V. as Agent and Security Agent, pursuant to which, among other things, the Grantor has guaranteed the obligations of the Obligors under the Finance Documents;

WHEREAS, pursuant to a Security Agreement dated as of July 23, 2014 (as amended and/or supplemented from time to time, the "Security Agreement") entered into between, among others, the Grantor and ABN AMRO Bank N.V., as security agent (the "Security Agent", which expression shall include its successors, assigns and transferees), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor and registered in the PTO, including, without limitation, each Trademark registration and application referred to in Schedule I hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor and registered in the PTO (including,

without limitation, any Trademark identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Event of Default (as defined in the Senior Facilities Agreement), failure to comply with a duly requested further assurance or perfection obligation or otherwise having regard to the purpose for which such power of attorney was granted, as applicable, shall have occurred, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement or the Senior Facilities Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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.

This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Trademark Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail in accordance with the terms of the Senior Facilities Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Trademark Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Trademark Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 23 day of July, 2014.

TELEPLAN TECHNOLOGY B.V.,
as a Grantor

By: 
Name: August Eickman
Title: Authorized Signatory

[Signatures Page to the Trademark Security Agreement Supplement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 23 day of July, 2014.

TELEPLAN TECHNOLOGY B.V.,
as a Grantor

By: _____

Name:

Title:

Acknowledged:

ABN AMRO BANK N.V.,
as Security Agent

By: _____

Name:

Title:

A.G. Demmers-Cortés

Eva Knippen
Proxy Holder

SCHEDULE 1

TRADEMARK REGISTRATIONS

| <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|------------------|-----------------|------------------|
| TELEPLAN | 2578381 | 6/11/2002 |

TRADEMARK APPLICATIONS

| <u>TRADEMARK</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> |
|------------------|-------------------|--------------------|
| None | | |