

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SGD S.A.		04/24/2014	SOCIETE ANONYME: FRANCE
RECEIVING PARTY DATA			
Name:	BNP PARIBAS		
Street Address:	16 boulevard des Italiens		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75009		
Entity Type:	SOCIETE ANONYME: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2088874	SGD	
Registration Number:	2560943	U SAVE	
CORRESPONDENCE DATA			
Fax Number:	2484407300		
<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:	2484305770		
Email:	tmdocketing@bluefilamentlaw.com		
Correspondent Name:	Mary Margaret L. O'Donnell		
Address Line 1:	450 N. Old Woodward		
Address Line 2:	First Floor		
Address Line 4:	Birmingham, MICHIGAN 48009		
ATTORNEY DOCKET NUMBER:	55131-0094		
DOMESTIC REPRESENTATIVE			
Name:	Mary Margaret L. O'Donnell		
Address Line 1:	450 N. Old Woodward		
Address Line 2:	First Floor		
Address Line 4:	Birmingham, MICHIGAN 48009		
NAME OF SUBMITTER:	Mary Margaret L. O'Donnell		

OP \$65.00 2088874

SIGNATURE:	/MMLO/
DATE SIGNED:	07/22/2014
Total Attachments: 14 source=Pledge Agreement Excerpt for USA Recordal#page1.tif source=Pledge Agreement Excerpt for USA Recordal#page2.tif source=Pledge Agreement Excerpt for USA Recordal#page3.tif source=Pledge Agreement Excerpt for USA Recordal#page4.tif source=Pledge Agreement Excerpt for USA Recordal#page5.tif source=Pledge Agreement Excerpt for USA Recordal#page6.tif source=Pledge Agreement Excerpt for USA Recordal#page7.tif source=Pledge Agreement Excerpt for USA Recordal#page8.tif source=Pledge Agreement Excerpt for USA Recordal#page9.tif source=Pledge Agreement Excerpt for USA Recordal#page10.tif source=Pledge Agreement Excerpt for USA Recordal#page11.tif source=Pledge Agreement Excerpt for USA Recordal#page12.tif source=Pledge Agreement Excerpt for USA Recordal#page13.tif source=Pledge Agreement Excerpt for USA Recordal#page14.tif	

PLEDGE OF IP RIGHTS AGREEMENT

SGD S.A.
as Pledgor

and

BNP PARIBAS
as Security Agent and Parallel Debt Creditor

24 April 2014

LATHAM & WATKINS

45 RUE SAINT-DOMINIQUE
75007 PARIS
(EGE/AMA)

LO3495986.7

RCN
FW
TRADEMARK

REEL: 005333 FRAME: 0719

PLEDGE OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT dated 24 April 2014

BETWEEN

- (1) **SGD S.A.**, a company incorporated as a *société anonyme* under the laws of France, having its registered office at 14 bis Terrasse Bellini, 92800 Puteaux, France and registered under sole identification number 552 012 585 RCS Nanterre (the "Pledgor"); and
- (2) **BNP PARIBAS**, a company incorporated as a *société anonyme* under the laws of France, having its registered office at 16 boulevard des Italiens, 75009 Paris, France and registered under sole identification number is 662 042 449 RCS Paris, as Security Agent and Parallel Debt Creditor.

PREAMBLE

- (a) Pursuant to a super senior revolving facility agreement dated 15 April 2014 among, inter alios, SGD Group as Parent, SGD Luxembourg Holdings S.C.A. as Holdco, the Pledgor and SGD Kipfenberg as Original Borrowers, BNP Paribas, Credit Suisse International and J.P. Morgan Limited as Mandated Lead Arrangers and the Original Lenders listed therein (the "Revolving Facility Agreement"), the Lenders have agreed to make available to the Borrowers the Facility (each term as defined in the Revolving Facility Agreement) in an aggregate principal amount not exceeding €45,000,000 which are guaranteed by certain members of the Group.
- (b) SGD Group has issued the Senior Secured Notes (as defined in the Intercreditor Agreement), in accordance with the terms of the Senior Secured Notes Indenture (as defined in the Intercreditor Agreement), which shall be guaranteed by certain members of the Group.
- (c) As security for the due performance of the Secured Obligations, the Pledgor has agreed to grant in favor of the Security Agent as Parallel Debt Creditor a pledge over the Pledged IP Rights in accordance with the terms of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINED TERMS

In this Agreement (including the Preamble), unless the context otherwise requires, the following capitalized terms have the following meanings:

"Coexistence Agreement" means the agreement to be entered into from to time between the Pledgor and any of the subsidiaries of SGD Luxembourg Holdings S.C.A. pursuant to which the Pledgor shall authorise such subsidiary to register a trademark in such subsidiary's own name even if such trademark is similar to any of the Pledged IP Rights of the Pledgor.

"Confirmation of Pledge of New IP Rights" means any confirmation substantially in the form set out in Schedule 2 (Confirmation of Pledge of New IP Rights) signed by the Pledgor in accordance with Clause 2(b) (Pledge).

"Discharge Date" means the later of:

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- (a) the date on which all the Secured Obligations have been irrevocably and unconditionally discharged in full; and
- (b) the date on which the Security Agent has no continuing obligation to the Pledgor or to any Borrower or Guarantor of which the Pledgor is a Guarantor under the Secured Debt Documents.

"Enforcement Event" means any failure to pay on its due date any Secured Obligations:

- (a) which constitutes an Event of Default; or
- (b) following any notice of acceleration pursuant to any of the Secured Debt Documents (including, but not limited to, any instruction to the Security Agent to exercise any of its rights and remedies, powers and discretion under this Agreement).

"Intercreditor Agreement" means an intercreditor agreement dated on or about the date hereof between, *inter alia* SGD Group as Company, SGD Luxembourg Holdings S.C.A. as Holdco, BNP Paribas as Original RCF Agent, U.S. Bank Trustees Limited as Senior Secured Notes Trustee, the Original RCF Finance Parties, each Hedge Counterparty, the Original Debtors and BNP Paribas as Security Agent.

"Licenses" means the licensing agreement granted with respect of certain Pledged IP Rights, a list of which is set forth in Schedule 3 (*Licenses over Pledged IP Rights*).

"Master Reorganization Agreement" has the meaning ascribed to such term in the Revolving Facility Agreement.

"Perfumery Business" has the meaning ascribed to such term in the Master Reorganization Agreement.

"Pledge" means the pledge over each of the Pledged IP Rights created under this Agreement.

"Pledged IP Rights" means :

- (a) each of the national trademarks registered with the French intellectual property rights registry *Institut National de la Propriété Industrielle* (hereafter, the "INPI"), the European Community trademarks registered with the Office for Harmonisation in the Internal Market (hereafter, the "OHIM"), the international trademarks registered with the World Intellectual Property Organization (hereafter, the "WIPO"), as well as all patents, designs and models and other intellectual property rights and over which the Pledgor has full legal title and a list of which is set forth in Schedule 1 (*Pledged IP Rights*);
- (b) any intellectual property right similar to those referred to in paragraph (a) above, of which the Pledgor becomes the owner, in any manner whatsoever, after the date of this Agreement (other than in relation to the Perfumery Business), in accordance with and subject to the provisions of article 2355 of the French Civil Code; and
- (c) any application for patent, design and model or trademark or any other application of any intellectual property right relating to the rights referred to in paragraphs (a) and (b) above, in accordance with and subject to the provisions of article 2355 of the French Civil Code.

"Secured Obligations" means the payment, repayment and redemption obligations, whether actual or future, of the Pledgor towards the Security Agent in its capacity as Parallel Debt Creditor under any Secured Debt Document, in principal, interest, late payment interest, fees, commissions, expenses or any amount of any nature (including in relation to the acceleration, cancellation or termination of any

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Secured Debt Document), whether such obligations are incurred solely or jointly and whether as borrower, guarantor or security grantor or in some other capacity, and in particular pursuant to clause 22.5 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement, relating to:

- (a) an aggregate maximum principal amount of €45,000,000 (forty five million euros), corresponding to any sum due by the Pledgor as Borrower and Guarantor under the RCF Finance Documents; and
- (b) an aggregate maximum principal amount of €350,000,000 (three hundred fifty million euros), corresponding to any sum due by the Pledgor as Guarantor under the Senior Secured Notes in accordance with the Senior Secured Notes Documents.

"Security Period" means the period beginning on the date of this Agreement and ending on the Discharge Date (inclusive).

1.2 OTHER DEFINED TERMS

Capitalized terms used in this Agreement (including the Preamble) and not otherwise defined herein shall have the meaning ascribed to them in the Intercreditor Agreement.

1.3 INTERPRETATION

The provisions in clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Agreement as though set out herein with all necessary changes.

2. PLEDGE

- (a) As security for the due performance, payment and discharge in full of the Secured Obligations, the Pledgor agrees to pledge, in favor of the Security Agent in its capacity as Parallel Debt Creditor, the Pledged IP Rights together with any rights and claims associated with the Pledged IP Rights, in accordance with article 2355 of the French Civil Code and with articles L. 521-1 *et seq.* of the French Commercial Code.
- (b) The Pledgor undertakes:
 - (i) to execute any Confirmation of Pledge of New IP Rights relating to any Pledged IP Rights which shall be included in the scope of the Pledge after the date hereof in accordance with paragraph (a) above, immediately upon the date upon which the Pledgor becomes the owner of such Pledged IP Right; and
 - (ii) to carry out any formalities relating to the Pledge with respect to such Pledged IP Right in accordance with Clause 9 (*Perfection*).

3. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to the Security Agent as at the date hereof and at all times during the Security Period that:

- (a) no authorization, approval, consent, license, notice or other requirement of public or corporate bodies of the Pledgor is required in connection with the entry into, performance or validity of this Agreement, except any authorization that has been duly obtained and of which evidence has been provided to the Security Agent;

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- (b) no authorization, approval, consent, license, notice or other requirement of public or corporate bodies of the Pledgor is required in connection with the enforceability of this Agreement, except any authorization that has been duly obtained and of which evidence has been provided to the Security Agent, and the registration with all relevant intellectual property registries referred to in Clause 9 (*Perfection*);
- (c) this Agreement and the undertakings hereunder constitute legal, valid and binding obligations, enforceable against the Pledgor, which will be enforceable against third parties, after completion of the formalities referred to in Clause 9 (*Perfection*), and shall create a first ranking pledge, ranking above the rights that any other person may have over the Pledged IP Rights;
- (d) the Pledged IP Rights validly exist and it has full legal title over and is the registered owner of the Pledged IP Rights;
- (e) the Pledgor is duly and validly registered in any relevant intellectual property rights registry as being the sole owner of the Pledged IP Rights;
- (f) the Pledged IP Rights are and shall be free from any rights of third parties, as well as any Security Interest, except for the Pledge created under this Agreement and the Licenses, and subject only to preferential or priority rights to which certain persons or entities are legally entitled under French law;
- (g) the rights granted under the Licenses neither prohibit nor are incompatible with the Pledge;
- (h) there are no grounds for revocation, cancellation, lapse or abandonment of any of the Pledged IP Rights in whole or in part;
- (i) none of the Pledged IP Rights are being or have been opposed and/or challenged by any person, nor violate the rights of third parties and no facts or circumstances exist which might give rise to claims and/or legal proceedings by or against the Pledgor;
- (j) the Pledged IP Rights have been duly filed and registered with any relevant intellectual property rights registry, such that the Pledged IP Rights are enforceable against third parties, that all premiums, royalties and costs related to the Pledged IP Rights have been duly paid and all renewal procedures and steps required to maintain their registration have been carried out within applicable periods;
- (k) the Pledgor has not filed any request for cancellation or withdrawal of the Pledged IP Rights registration; and
- (l) no actions nor any proceedings have been started or, to the knowledge of the Pledgor, threatened against the Pledgor with respect to any Pledged IP Rights or the Pledge.

4. UNDERTAKINGS

During the Security Period, the Pledgor undertakes:

- (a) not to sell, assign, pledge, grant nor allow to subsist any encumbrance of any sort whatsoever or otherwise transfer all or part of the Pledged IP Rights, except as permitted under the Secured Debt Documents;
- (b) to ensure that the Pledged IP Rights are at all times used in a genuine and serious manner;

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- (c) to take all actions as may be necessary (including legal proceedings) against third parties infringing and/or jeopardizing the Pledged IP Rights (except under the Coexistence Agreement) and to immediately inform the Security Agent of any actual or threatened violation and/or infringement of the Pledged IP Rights;
- (d) to renew at its own costs the registration of the material Pledged IP Rights and perform any formality for the maintenance in valid existence in accordance with applicable laws and ensure that the same do not elapse as a result of a failure to carry out any required formality, provided that the Security Agent shall be authorized to take on behalf and at the cost of the Pledgor all measures necessary to maintain its rights and the rights of the Pledgor in this respect;
- (e) not to do or cause or permit to be done anything which may adversely affect the Pledge, the Pledged IP Rights or the rights of the Security Agent hereunder (except under the Coexistence Agreement);
- (f) to inform the Security Agent on 31st January of each calendar year, and upon reasonable demand by the Security Agent from time to time, of any acquisition and/or deletion of Pledged IP Rights and of any application relating thereto; and
- (g) that, from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents and take all further action that the Security Agent may reasonably request in order to perfect and protect any Security to be granted or purported to be granted hereunder or to enable the Security Agent to exercise and enforce its rights and remedies hereunder.

5. ENFORCEMENT

5.1 REMEDIES UPON ENFORCEMENT

In the event of the occurrence of an Enforcement Event, the Security Agent may exercise all rights, remedies and actions whatsoever which are available under French law to enforce its rights under the Pledge in accordance with the provisions of this Agreement, in each case subject to and in accordance with the provisions of the Agreement and French law.

5.2 TRANSFER OF TITLE TO THE PLEDGED IP RIGHTS

- (a) Without limitation to the provisions of Clause 5.1 (*Remedies upon enforcement*), in the event of the occurrence of an Enforcement Event, the parties irrevocably agree that the Security Agent may freely decide to enforce the Pledge by having full title to the Pledged IP Rights transferred to it, in accordance with articles L.521-3 of the French Commercial Code and 2348 of the French Civil Code, in accordance with the provisions of paragraph (c) below.
- (b) The Security Agent will notify the enforcement of the Pledge referred to in paragraph (a) above, to the Pledgor, by sending an enforcement notice notified (*signifié*) by a bailiff (*huissier*) or by registered letter with acknowledgement of receipt or delivered in person, such notice indicating the date of the enforcement of the Pledge as being the date of such notice (the "Enforcement Date").
- (c) In accordance with article 2348 of the French Civil Code, the value of the Pledged IP Rights as of the Enforcement Date (the "Enforcement Value") shall be determined by an expert appointed as specified below (the "Expert") in accordance with the following provisions:

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- (i) the Expert's mission shall be the determination of the Enforcement Value (the "Mission");
- (ii) the Expert shall be appointed in accordance with the following provisions:
 - (A) the Expert shall be the first person mentioned in the list referred to in Schedule 4 (List of Experts for the determination of the Enforcement Value), unless the Pledgor and the Security Agent consider, acting reasonably, that such person is in a conflict of interest situation or that such person refuses the Mission, in which case the Expert shall be the first person next mentioned in the list referred to in Schedule 4 (List of Experts for the determination of the Enforcement Value), and successively in the order of priority referred therein until an Expert is appointed; and
 - (B) if all the persons listed in Schedule 4 (List of Experts for the determination of the Enforcement Value) are in a conflict of interest situation or refuse the Mission as specified in sub-paragraph (A) above, the Expert shall be appointed by the *Président of the Tribunal de Grande Instance of Paris* under the form of summary proceedings and without any recourse (*procédure en la forme des référés et sans recours possible*) further to a motion by the most diligent party and shall be selected from leading commercial banks conducting activities in France;
- (iii) the Expert shall act as joint agent (*mandataire commun*) for the parties in accordance with the provisions of article 2348 of the French Civil Code;
- (iv) the Expert shall carry out all diligences which it considers necessary in order to fulfill its Mission and may in particular obtain from the Pledgor and the Security Agent any documents and any information relating to the Pledged IP Rights and consult together or separately the Pledgor and the Security Agent, which is hereby agreed upon by the Pledgor and the Security Agent;
- (v) the assessment methods applied for the performance of the Mission shall be consistent with the methods usually used for the purpose of the assessment of industrial property rights;
- (vi) the Expert shall deliver to the Security Agent and the Pledgor, within 30 (thirty) Business Days after the date of acceptance of its Mission, a copy of its report setting forth its determination of the Enforcement Value and the assessment methods applied for the purpose of the Mission;
- (vii) the determination of the Enforcement Value made by the Expert referred to in paragraph (vi) above shall, in the absence of a manifest error (*erreur grossière*), be final and binding on the parties;
- (viii) in the event of a manifest error (*erreur grossière*) in the determination of the Enforcement Value, such error being acknowledged by the *Tribunal de Grande Instance*, a new Expert shall be appointed in accordance with the same terms and conditions as referred to in paragraph (ii) above and perform the Mission in accordance with the same terms and conditions as referred to in this paragraph (c);
- (ix) the Security Agent shall not be liable for the determination of the Enforcement Value; and

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- (x) the Pledgor shall fully bear all fees and expenses of the Expert in the discharge of its Mission hereunder.
- (d) If the aggregate amount of the Enforcement Value is greater than the amount of the Secured Obligations that are due and payable by the Pledgor, the Security Agent shall pay to the Pledgor the difference between those two amounts in accordance with the provisions of the Intercreditor Agreement.

5.3 WAIVER

Any and all rights and remedies which the Pledgor may have against any Debtor as a result of an enforcement of the Pledge shall be subject to the terms of the Intercreditor Agreement, and the Pledgor undertakes to take all such actions and execute all such documents as the Security Agent may reasonably request to give effect to the relevant provisions of the Intercreditor Agreement.

6. DURATION

- (a) The Pledge shall remain in full force and effect throughout the Security Period.
- (b) Upon request from the Pledgor and at the Pledgor's expense, the Security Agent shall certify to the Pledgor in writing, the release of the Pledge constituted by this Agreement:
 - (i) on the Discharge Date; or
 - (ii) in accordance with and subject to the provisions of the Secured Debt Documents, to release the Pledge created by this Agreement over all or part of the Pledged IP Rights.

7. PREVAILING AGREEMENT

- (a) This Agreement is entered into subject to the Secured Debt Documents, and unless (in each relevant case) this would invalidate or impair the Pledge, the provisions of the Secured Debt Documents shall prevail.
- (b) In case of conflict or discrepancy between this Agreement and the Intercreditor Agreement, then (to the extent permitted by law) the provisions of the Intercreditor Agreement shall prevail over the provisions of this Agreement.

8. NOTICES

Each communication to be made under or in connection with this Agreement shall be made in accordance with clause 30 (*Notices*) of the Intercreditor Agreement, as though the same was set out herein *mutatis mutandis*.

9. PERFECTION

- (a) This Agreement and, as the case may be, any Confirmation of Pledge of New IP Rights, shall be registered with all appropriate intellectual property registries in accordance with the laws and regulations applicable to the Pledged IP Rights.
- (b) The Pledgor hereby grants all powers and authority to the Security Agent, and to any other person acting on its behalf and holding an original copy of the Agreement or, as the case may

be, any Confirmation of Pledge of New IP Rights, for the purpose of carrying out all appropriate formalities.

10. EXPENSES

The Pledgor shall pay to the Security Agent any expense (including legal fees and other out of pocket expenses and any Taxes) and costs which the Security Agent may incur in connection with the perfection, preservation, performance or enforcement of any of the its rights under this Agreement and the Pledge, and the release of the Pledge in accordance with the provisions of the Secured Debt Documents.

11. TRANSFER AND ASSIGNMENT

- (a) In the event of the transfer or assignment of all or part of the Security Agent's rights and/or obligations under any of the Secured Debt Documents, this Agreement and the Pledge created hereunder shall benefit *ipso jure* to such transferee or assignee to the extent of such transfer or assignment.
- (b) Any reference in this Agreement to the Security Agent will include such new transferee or assignee, which the Pledgor acknowledges and expressly accepts.

12. MISCELLANEOUS

- (a) This Agreement and the Pledge are in addition to and are not in any way prejudiced by any other Security now or subsequently held by the Security Agent.
- (b) This Agreement and the Pledge created hereunder do not exclude or limit in any way the rights of the Security Agent pursuant to or in connection with any of the other Secured Debt Documents and do not prevent the exercise of any other rights or remedies provided by law or any other Secured Debt Document.
- (c) Should any provision of this Agreement be or become illegal, invalid or unenforceable, the other provisions of this Agreement shall remain legal, valid and enforceable against the parties to this Agreement independently of the said illegal, invalid or unenforceable provisions.
- (d) No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- (e) The rights and remedies provided pursuant to this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- (f) All the terms, conditions, undertakings, representations and warranties of the Pledgor under this Agreement will be binding upon its successors or assignees in the same terms.

13. GOVERNING LAW - JURISDICTION

13.1 GOVERNING LAW

This Agreement and any contractual or non-contractual obligation arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, French law.

13.2 JURISDICTION

All disputes arising out of or in connection with this Agreement (including without limitation with respect to the existence, validity, performance, termination and interpretation of this Agreement and any non-contractual obligation arising out of or in connection with this Agreement) shall be submitted to the exclusive jurisdiction of the *Tribunal de Grande Instance* of Paris.

Executed on the date specified above, in 4 (four) originals on the Execution Page hereafter.

[PLEDGE OF IP RIGHTS AGREEMENT-SGD S.A.]

SCHEDULE 1

Pledged IP Rights

Trademarks

Trademark	Date of application and registration	Number of filing and registration	Territory	Renewal Y=Yes (Indicate the date of renewal) N=No NA=Not Applicable	Classes	Owner
ASOLVEX	25/08/1999 14/12/2000	2236854 1813233	ARGENTINA	Y - 30/08/2021	21	SGD S.A.
ASOLVEX	27/08/1999 09/08/2000	8633503 80651	BOLIVIA	Y - 09/08/2020	21	SAINT GOBAIN DESJONQUERES
ASOLVEX	15/09/1999 21/10/2003	822008602 822008602	BRAZIL	Y - 21/10/2023	21	SAINT GOBAIN DESJONQUERES
ASOLVEX	04/08/1999 26/07/2001	1024771 TMA548690	CANADA	Y - 26/07/2016		SGD S.A.
ASOLVEX	27/08/1999 09/03/2010	459462 563522	CHILE	Y - 09/03/2020	21	SGD S.A.
ASOLVEX	08/09/1999 16/05/2000	99056834 226939	COLOMBIA	Y - 16/05/2020	21	SGD S.A.
ASOLVEX	13/10/1999 06/06/2000	1999-0008578 120224	COSTA RICA	Y - 06/06/2020	21	SGD S.A.
ASOLVEX	01/09/1999 20/10/2000	6006-99 94-120	EL SALVADOR	Y - 20/10/2020	21	SGD S.A.
ASOLVEX	27/08/1999 30/11/2000	98141 8855-00	ECUADOR	Y - 30/11/2020	21	SGD S.A.

[PLEDGE OF IP RIGHTS AGREEMENT- SGD S.A.]

Trademark	Date of application and registration	Number of filing and registration	Territory	Renewal Y=Yes (indicate the date of renewal) N=No NA=Not Applicable	Classes	Owner
SGD	03/10/2007 10/06/2010	100716 104366	UNITED ARAB EMIRATES	Y - 03/10/2017	21	SGD S.A.
SGD	11/12/2008 11/12/2008	992582 992582	SPAIN	Y - 11/12/2018	17, 19	SGD S.A.
SGD	07/06/2000 31/07/2001	1694322 1694322	SPAIN	Y - 07/06/2020	21	SGD S.A.
SGD	11/12/2008 11/12/2008	992582 992582	ESTONIA	Y - 11/12/2018	17, 19	SGD S.A.
SGD	07/06/2000 31/07/2001	1694322 1694322	ESTONIA	Y - 07/06/2020	21	SGD S.A.
SGD	25/03/1996 19/08/1997	75078447 2088874	USA	Y - 18/08/2017	21	SGD S.A.
SGD	11/12/2008 11/12/2008	992582 992582	FINLAND	Y - 11/12/2018	17, 19	SGD S.A.
SGD	07/06/2000 31/07/2001	1694322 1694322	FINLAND	Y - 07/06/2020	21	SGD S.A.
SGD	11/12/2008 11/12/2008	992582 992582	FRANCE	Y - 11/12/2018	17, 19	SGD S.A.
SGD	12/06/2008 12/06/2008	83581731 83581731	FRANCE	Y - 12/06/2018	17, 19	SGD S.A.
SGD	06/04/2000 06/04/2000	3019560 3019560	FRANCE	Y - 06/04/2020	21	SGD S.A.

[PLEDGE OF IP RIGHTS AGREEMENT- SGD S.A.]

Trademark	Date of application and registration	Number of filing and registration	Territory	Renewal Y=Yes (indicate the date of renewal) N=No NA=Not Applicable	Classes	Owner
SGD logo	11/12/2008 11/12/2008	991456 991456	UKRAINE	Y - 11/12/2018	17	SGD S.A.
SGD logo	12/11/2007 12/11/2007	946823 946823	UKRAINE	Y - 12/11/2017	21	SGD S.A.
SGD logo	11/12/2008 11/12/2008	991456 991456	EUROPEAN UNION	Y - 11/12/2018	17, 19	SGD S.A.
SGD logo	12/11/2007 12/11/2007	946823 946823	VIETNAM	Y - 12/11/2017	21	SGD S.A.
SGD logo	11/12/2008 11/12/2008	991456 991456	WIPO	Y - 11/12/2018	17, 19	SGD S.A.
SGD logo	12/11/2007 12/11/2007	946823 946823	WIPO	Y - 12/11/2017	21	SGD S.A.
U SAVE	04/08/1999 18/06/2001	1024770 TMA546692	CANADA	Y - 18/06/2016	21	SGD S.A.
U SAVE	12/08/1999 16/04/2002	75/773,937 2,560,943	USA	Y - 16/04/2022	21	SGD S.A.

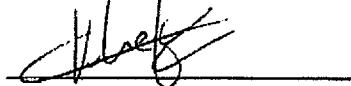
EXECUTION PAGE

SGD S.A.
The Pledgor



By: *Emmanuelle Carrou-Nikoune*

BNP PARIBAS
The Security Agent and Parallel Debt Creditor



By: **Faygal KHECHEN**