

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313333

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Softbox Systems Limited		07/02/2014	Limited Liability Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clydesdale Bank PLC		
<b>Street Address:</b>	30 St Vincent Place		
<b>City:</b>	Glasgow		
<b>State/Country:</b>	SCOTLAND		
<b>Postal Code:</b>	G1 2HL		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77421034	SOFTBOX SILVERPOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>			
<b>Phone:</b>	3123722000		
<b>Email:</b>	jmikulina@mwe.com, kwalsh@mwe.com		
<b>Correspondent Name:</b>	Kelly Walsh, McDermott Will & Emery LLP		
<b>Address Line 1:</b>	227 W. Monroe Street, Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5096		
<b>ATTORNEY DOCKET NUMBER:</b>	076792.0090		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	08/07/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK



**PATENT AND TRADEMARK SECURITY AGREEMENT**

This Patent and Trademark Security Agreement dated as of [July 2], 2014 (this "Patent and Trademark Security Agreement") is made by and among Softbox Systems Limited, a limited liability corporation incorporated under the laws of England ("Grantor"), and Clydesdale Bank PLC (the "Lender").

Preliminary Statement

This Patent and Trademark Security Agreement is entered into in connection with that certain Facilities Agreement dated as of [July 2], 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Facilities Agreement") among Softbox (Midco) Limited, a limited liability corporation incorporated under the laws of England (the "Company"), the Grantor and other subsidiaries of the Company, and the Lender.

Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are parties to the patent and trademark licenses listed on Schedule 1 attached hereto and by this reference incorporated herein.

In connection with the Facilities Agreement, the Grantor entered into a Debenture dated [ ] 2014 (as amended or otherwise modified from time to time, the "Debenture") in favor of the Lender, pursuant to which the Grantor has granted to the Lender a first fixed charge over all rights, title and interest of the Grantor in and to certain property of Grantor including all Intellectual Property (as defined in the Facilities Agreement), including, without limitation, all rights, title and interest of Grantor, in, to, and under all now owned and hereafter acquired patents and trademarks (each as defined in the Debenture), set forth on Schedule 1 attached hereto, to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Debenture).

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to the Lender of a security interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including but not limited to all the property set forth as "Patents" on Schedule 1 hereto (those shown on such Schedule 1 as being owned by Edwin Tattam as of the Closing Date are being assigned by Edwin Tattam to Grantor pursuant to a Deed of Assignment of even date herewith to be filed in the register of patents and applications therefor administered by the U.S. Patent and Trademark Office along with this Agreement), and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including but not limited to all of the property set forth as "Trademarks" on Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, (ii) the right to obtain all reissues, extensions or renewals of the foregoing, (iii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, and (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii), and to the extent applicable clause (iii); and

(c) all products and proceeds of the foregoing, including, without limitation, licenses, royalties income, payments, claims, damages and proceeds of infringement suits, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to herein, the patent or trademark registrations issued with respect to the patent or trademark applications referred to herein and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Debenture. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on following page]

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

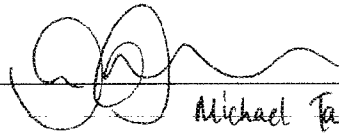
**GRANTOR:**

**SOFTBOX SYSTEMS LIMITED**

By: R. W. Jones  
Name: RICHARD JONES  
Title: OFFICER

**LENDER:**

**CLYDESDALE BANK PLC**

By:   
Name: Michael Farr  
Title: Director, Acquisition Finance

Signature Page to Patent and Trademark Security Agreement

**SCHEDULE I  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

**Registered United States Patents**

<u>DESCRIPTION</u>	<u>APPLICATION NO.</u>	<u>PUBLICATION NO.</u>	<u>FILING DATE</u>	<u>APPLICANT</u>	<u>INVENTOR(S)</u>	<u>STATUS</u>
Temperature Control System	US201013375151	US20120072046	29/05/2010	Edwin Tattam	Edwin Tattam	Application
Collapsible transport container	US2009842979	US6609628	27/04/2001	Edwin Tattam	Edwin Tattam	Expired – non-payment of fees
Transport container	US09217619	US6089038	22/12/1998	Edwin Tattam	Edwin Tattam	Expired – non-payment of fees
Transport container	US12790329	US20100301057	28/05/2010	Softbox Systems Limited	Edwin Tattam	Application
Thermally insulated container	US09508756	US6234341	16/03/2000	Edwin Tattam	Edwin Tattam	Lapsed

Schedule I to Patent and Trademark Security Agreement

**Registered United States Trademarks & Trademark Applications**

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION / REGISTRATION NO.</u>	<u>FILING / REGISTRATION DATE</u>	<u>INTERNATIONAL CLASS</u>	<u>STATUS</u>
SOFTBOX SILVERPOD	US	EM006292957	19/09/2007	Trademark	Registered
TEMPCELL	US	EM005058987	04/05/2006	Trademark	Registered
POLYNEST	US	EM005278668	28/08/2006	Trademark	Registered
PHARMA-COOL	US	EM000458026	12/02/1997	Trademark	Registered
SOFTBOX SILVERPOD	US	US77421034	19/09/2007	Trademark	Registered

Schedule I to Patent and Trademark Security Agreement