

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMO LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A.		
Street Address:	1251 AVENUE OF THE AMERICAS, 19TH FLOOR		
Internal Address:	ATTENTION: CORPORATE TRUST - NY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3155584	WE PARK NEW YORK	
Registration Number:	2446997	ICON	
Registration Number:	1246109	WE PARK NEW YORK	
Registration Number:	2338797		
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	Joshua Steinberger		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	7864/17		
NAME OF SUBMITTER:	JOSHUA STEINBERGER		
SIGNATURE:	/JOSHUA STEINBERGER/		
DATE SIGNED:	09/30/2014		

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2014 (this “*Agreement*”), among TMO LLC (the “*Grantor*”), and MUFG UNION BANK, N.A. (“*Union Bank*”), as collateral agent for the Secured Parties (the “*Collateral Agent*”).

RECITALS

WHEREAS, the Borrower, the Guarantors named therein, the financial institutions from time to time party thereto as Lenders (the “*Lender Parties*”), The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as administrative agent for the Lender Parties (in such capacity, the “*Administrative Agent*”), MUFG Union Bank, N.A., as Collateral Agent in such capacity, the “*Collateral Agent*”, and Sumitomo Mitsui Banking Corporation, as Issuing Bank, are parties to a Credit Agreement dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Grantor is party to a Master Security and Accounts Agreement dated as of September 30, 2014 (as it may from time to time be amended, modified or supplemented, the “*Master Security and Accounts Agreement*”), by and among the Borrower, the other grantors named therein, the Collateral Agent, MUFG Union Bank, N.A., in its capacity as account bank, and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.

In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Master Security and Accounts Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. Unless otherwise defined herein, terms defined in the Master Security and Accounts Agreement and used herein have the meaning given to them in the Master Security and Accounts Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under the following; *provided*, that the term “Intellectual Property Collateral” shall not include any Excluded Assets:¹

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License to which it is a party;
- (e) all reissues, continuations or extensions of any of the foregoing; and
- (f) all proceeds of the foregoing, including any claim by any Grantor against third parties for past, present, or future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 First Priority Security Interest. Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations pursuant to this Agreement, will, subject to Sections 5.01 and 5.02 of the Master Security and Accounts Agreement, be a “first” priority Security Interest in the Intellectual Property Collateral, junior to no other security interests, other than Permitted Liens.

SECTION 4 Certain Exclusions.

- (a) Notwithstanding anything herein to the contrary, in no event will the Collateral or the Intellectual Property Collateral include, and no Grantor will be deemed to have granted, a Security Interest in any of its right, title or interest in any Intellectual Property constituting an Excluded Asset (as defined in the Master Security and Accounts Agreement).
- (b) Nothing herein shall preclude any Grantor from taking any action in the United States Patent and Trademark Office of the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof, including modification, reexamination or abandonment of

¹ NTD: Copyright, Copyright License, Patent, Patent License, Trademark, and Trademark License are not defined in the Credit Agreement, MSAA, or this Agreement.

any Intellectual Property Collateral, that is (i) in accord with the ordinary conduct of such Grantor's business and (ii) permitted by the terms of the Financing Agreements.

SECTION 5 Master Security and Accounts Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Master Security and Accounts Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Master Security and Accounts Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the provisions of this Agreement and the Master Security and Accounts Agreement, the terms of the Master Security and Accounts Agreement will prevail.

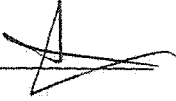
SECTION 6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above. This Intellectual Property Security Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or .pdf shall be effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement.

TMO LLC, as Grantor

By


Name: Jerry Skillett

Title: President and Chief Executive Officer

ACCEPTED AND AGREED:

MUFG UNION BANK, N.A., as Collateral Agent
on behalf of the Secured Parties

By



Name: Enrico (BOBBY) Reyes
Title: Vice President


SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS

N/A

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS

N/A

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registrant	Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
TMO LLC	WE PARK NEW YORK	U.S. Federal	76600234	7/1/2004	3155584	10/17/2006	Registered
TMO LLC	ICON	U.S. Federal	75728812	6/9/1999	2446997	4/24/2001	Registered
TMO LLC	WE PARK NEW YORK	U.S. Federal	73377078	7/28/1982	1246109	7/19/1983	Registered (Supplemental Register); Section 8/9 Renewal in grace period-due 1/19/2014 with additional fee
TMO LLC Listed owner TMO LLC (sp)		U.S. Federal	75749037	6/15/1999	2338797	4/4/2000	Registered