

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320008

<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>
ULLINK INC.		10/10/2014	INC. ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAYFIN SERVICES LLP		
<b>Street Address:</b>	1 EAGLE PLACE		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW1Y 6AF		
<b>Entity Type:</b>	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3490125	ULLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026375910		
<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>	202-637-5600		
<b>Email:</b>	stephanie.mcdonough@hoganlovells.com		
<b>Correspondent Name:</b>	HOGAN LOVELLS US LLP		
<b>Address Line 1:</b>	555 THIRTEENTH STREET N.W.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	003897-000001		
<b>NAME OF SUBMITTER:</b>	SCOTT HUGHES		
<b>SIGNATURE:</b>	/SCOTT HUGHES/		
<b>DATE SIGNED:</b>	10/14/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2014, by ULLINK INC., a Delaware corporation (“Ullink” or “a Grantor”), in favor of Hayfin Services LLP, in its capacity as security agent (the “Security Agent”) under the Security Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Beneficiaries (as defined in the Security Agreement (as hereinafter defined)).

### WITNESSETH:

WHEREAS, the Grantor is a party to that certain Senior Facilities Agreement, dated as of 15 September 2014, (as amended, modified, supplemented, restated and as otherwise in effect from time to time, the “Facilities Agreement”) among (1) Ullink UK Holdco 2 Limited, as the Parent, (2) the parties listed in Part A of Schedule 1 of the Facilities Agreement (*The Original Parties*), as original borrowers (the “Original Borrowers”), (3) the parties listed in part A of schedule 1 (*The Original Parties*) as original guarantors (Original Guarantors”), (4) Intermediate Capital Managers Limited, Hayfin Capital Luxco 3 S.á.r.l. and The Governor and Company of the Bank of Ireland, (together, as “Arrangers”), (5) the financial institutions listed in Part B of Schedule 1 of the Facilities Agreement (*The Original Parties*) as lenders (collectively, the “Lenders”) and (6) Hayfin Services LLP, as Agent and Security Agent;

WHEREAS, the Grantor is a party to that certain Security Agreement, dated September 15, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantor, other Grantors named therein from time to time, and Security Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Security Agent, for itself and for the Beneficiaries, 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 Article 1 of the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Security Agent, on behalf of itself and the Beneficiaries, a security interest in and general Lien on all of the 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 the Trademarks filed with the United States Patent and Trademark Office to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing or (ii) injury to the goodwill associated with the foregoing.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Agent, on behalf of itself and the Beneficiaries, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Security Agent with respect to the security interest in the Trademark Collateral made and 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.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, 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.

ULLINK INC., as Grantor

By:   
Name: LAURENT WELDINGER  
Title: PRESIDENT

*[Signature Page to Ullink Inc. Trademark Security Agreement]*

ACCEPTED AND ACKNOWLEDGED BY:

HAYFIN SERVICES LLP, as Security  
Agent

By: 

Name:

Title:

STEPHEN JAWORSKI  
PARTNER

*[Signature Page to Ullink Inc. Trademark Security Agreement]*

**SCHEDULE I**  
**TO**  
**ULLINK INC. TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Application or Registration No.</b>	<b>Registration Date</b>
ULLINK	Reg. No. 3490125	August 19, 2008