

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acision B.V.		12/15/2014	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	U.S. Bank Trustees Limited		
Street Address:	125 Old Broad Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1AR		
Entity Type:	LIMITED LIABILITY COMPANY: ENGLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86259513	FUSEME BY ACISION	
Serial Number:	86259484	FUSION BY ACISION	
Serial Number:	86254000	FORGE BY ACISION	
Serial Number:	86253125	ACISION FUSEME	
Serial Number:	86253143	FUSEME	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<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:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1155735-0103		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	12/19/2014		
Total Attachments: 5			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

WHEREAS, Acision B.V. a *besloten vennootschap met beperkte aansprakelijkheid* incorporated in the Netherlands, having its statutory seat in Nieuwegein and registered with the Dutch trade register under number 34266530 (herein referred to as the “Grantor”) owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, certain subsidiaries of the Grantor party thereto as Borrowers, certain lenders, Elavon Financial Services Limited, as administrative agent and U.S. Bank Trustees Limited, as Collateral Agent are, among others, parties to a Credit Agreement, dated as of December 15, 2014 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to a Dutch law Security Agreement, dated as of December 15, 2014 among the Grantor, Fortissimo Holding B.V., Acision International B.V. and the Collateral Agent (the “Security Agreement”), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Collateral Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property 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 Collateral 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 “Intellectual Property Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each trademark which is registered or the subject of an application for registration with the United States Patent and Trademark Office, each a “U.S. Trademark”, owned by the Grantor, including, without limitation, each U.S. Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, such trademark;

(ii) each trademark license which is recorded with the United States Patent and Trademark Office, each a “U.S. Trademark License” to which the Grantor is a party, including, without limitation, each U.S. Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, such trademark license;

(iii) 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 any injury to, or infringement or dilution of any U.S. Trademark owned by the Grantor (including, without limitation, any U.S. Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing;

(iv) all causes of action arising prior to or after the date hereof for infringement of any of the U.S. Trademarks or unfair competition regarding the same; and

(v) all rights and benefits of the Grantor under any U.S. Trademark License (including, without limitation, any U.S. Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Collateral 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 Collateral Agent's name, from time to time, in the Collateral Agent's discretion, so long as any Declared Default (as defined in the Security Agreement) shall have occurred that has not been cured or waived, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property 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 Intellectual Property Security Agreement 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 Intellectual Property Security Agreement 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 at the address specified in the Security 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 Intellectual Property Security Agreement 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 Intellectual Property Security Agreement 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 Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15 day of December, 2014.

ACISION B.V.,
as Grantor

By: 

Name: ANWAR MAHMOOD

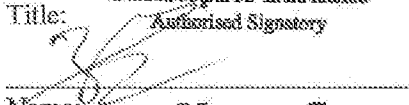
Title: ATTORNEY

Acknowledged:

U.S. BANK TRUSTEES LIMITED,
as Collateral Agent

By: 

Name: **Christopher Eastlake**
Title: *Authorised Signatory*

By: 

Name: **Nancy Sun**
Title: *Authorised Signatory*

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
ACISION INNOVATION. ASSURED	3956831	5/10/2011

TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date
FUSEME BY ACISION	86259513	4/22/2014
FUSION BY ACISION	86259484	4/22/2014
FORGE BY ACISION	86254000	4/16/2014
ACISION FUSEME	86253125	4/15/2014
FUSEME	86253143	4/15/2014
Design Only	79154604	4/02/2014
ACISION	79145323	9/19/2013