

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REVEILLE LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	60 WALL STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3898205	BL BODY	
Registration Number:	4529802		
Registration Number:	3406678	THE BIGGEST LOSER	
Registration Number:	3573962	THE BIGGEST LOSER	
Registration Number:	3624682	THE BIGGEST LOSER	
Registration Number:	3644948	THE BIGGEST LOSER	
Registration Number:	3509926	THE BIGGEST LOSER	
Registration Number:	4139380	THE BIGGEST LOSER	
Registration Number:	3074579	THE BIGGEST LOSER	
Registration Number:	4023119	THE BIGGEST LOSER	
Registration Number:	3477971	THE BIGGEST LOSER	
Registration Number:	4585122	THE BIGGEST LOSER	
Registration Number:	4614328	THE BIGGEST LOSER	
Registration Number:	4614329	THE BIGGEST LOSER	
Registration Number:	4576541	THE BIGGEST LOSER	
Serial Number:	85751706	THE BIGGEST LOSER	
Serial Number:	85751715	THE BIGGEST LOSER	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 3898205

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21024-001
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	12/30/2014

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 19, 2014 (this “Agreement”), made by REVEILLE LLC, a Delaware limited liability company (the “Pledgor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of August 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among MediArena Acquisition B.V. (the “Borrower”), each subsidiary of the Borrower identified therein and Deutsche Bank AG New York Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REVEILLE LLC

By: 

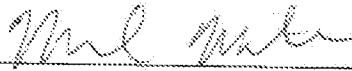
Name: Steve Shikiya

Title: Manager

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

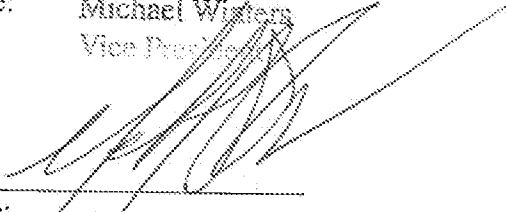
TRADEMARK
REEL: 005432 FRAME: 0401

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent,

By: 

Name: Michael Winters

Title: Vice President

By: 

Name: Michael Shannon






Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]


Schedule I
to Notice of Grant of Security Interest in Trademarks


Trademarks Relating to a Material Format Owned by Reveille LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BL BODY	3898205	28-Dec-2010
<i>Design Only</i>		
	4529802	13-May-2014
THE BIGGEST LOSER	3406678	1-Apr-2008
THE BIGGEST LOSER	3573962	10 Feb 2009
THE BIGGEST LOSER	3624682	19-May-2009
THE BIGGEST LOSER	3644948	23-Jun-2009
THE BIGGEST LOSER	3509926	30-Sep-2008
THE BIGGEST LOSER	4139380	8-May-2012
THE BIGGEST LOSER	3074579	28-Mar-2006
THE BIGGEST LOSER	4023119	6-Sep-2011
THE BIGGEST LOSER	3477971	29-Jul-2008
THE BIGGEST LOSER (Tape Measure)		
	4585122	12-Aug-2014
THE BIGGEST LOSER (Tape Measure)		
	4614328	30-Sep-2014
THE BIGGEST LOSER (Tape Measure)		
	4614329	30-Sep-2014
THE BIGGEST LOSER (Tape Measure)		
	4576541	29-Jul-2014

U.S. Trademark Applications

<u>Mark Name</u>	<u>Application No.</u>	<u>Filing Date</u>
THE BIGGEST LOSER (Tape Measure)		
	85/751706	11-Oct-2012

THE BIGGEST LOSER (Tape Measure) 	85/751715	11-Oct-2012
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