

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Money2020, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc		
Street Address:	135 Bishopgate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 3UR		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86531388	MONEY20/20 IS PRIMETIME	
Registration Number:	4648949	REALIZE YOUR VISION NOW	
Serial Number:	86363357	MONEY20/20 HACKATHON	
Serial Number:	86438067	MONEY20/20EUROPE	
Serial Number:	86143136	BITCOIN WORLD	
Serial Number:	86260067	MONEY 20/20	
Registration Number:	4468690	MONEY2020	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	572300-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$190.00 86531388

DATE SIGNED:

04/01/2015

Total Attachments: 12

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SECURITY AGREEMENT SUPPLEMENT

March 31, 2015

The Royal Bank of Scotland plc
as the Security Trustee for the
Secured Parties referred to in the
Facilities Agreements referred to below

Attn: _____

Ladies and Gentlemen:

Reference is made to:

(a) the Senior Facilities Agreement dated 21 December 2007, as amended and restated on 1 February 2008, further amended on 19 March 2008 and 4 April 2008, and further amended and restated on 28 May 2009, 5 November 2010, 25 January 2013 and 14 November 2013 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Senior Facilities Agreement") among, *inter alios*, Eden Acquisition 5 Limited, a company organized under the laws of The Cayman Islands (the "Company"), and certain of its Subsidiaries (including the Grantors), GE Corporate Finance Bank SAS, HSBC Bank Plc, Lloyds TSB Bank Plc and The Royal Bank of Scotland Plc as mandated lead arrangers (the "Arrangers"), The Royal Bank of Scotland Plc as facility agent (the "Senior Facility Agent"), issuing Bank and security trustee (the "Security Trustee") on behalf of the Secured Parties (as defined therein),

(b) the Mezzanine Facility Agreement dated 21 December 2007, as amended and restated on 1 February 2008, further amended on 19 March 2008, 4 April 2008 and 20 October 2008 and further amended and restated on 28 May 2009, 5 November 2010 and 25 January 2013 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Mezzanine Facility Agreement" and, together with the Senior Facilities Agreement, the "Facilities Agreements") among, *inter alios*, the Company, the Arrangers, RBS Mezzanine Limited as facility agent (the "Mezzanine Facility Agent") and the Security Trustee,

(c) the Intercreditor Agreement dated 21 December 2007, as amended by an amendment letter dated 19 March 2008 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Intercreditor Agreement") among, *inter alios*, the Company, the Arrangers, the Senior Facility Agent, the Mezzanine Facility Agent, the Senior Lenders (as defined therein), the Senior Issuing Bank (as defined therein), the Mezzanine Lenders (as defined therein) and the Security Trustee and

(d) the Security Agreement dated as of May 12, 2008 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement") among, *inter alios*, WGSN, Inc. as Grantor and the Security Trustee.

Terms defined in the Facilities Agreements or the Security Agreement and not otherwise defined herein are used herein as defined in the Facilities Agreements or the Security Agreement, as applicable.

1. Grant of Security

The undersigned hereby assigns and pledges to the Security Trustee for the ratable benefit of the Secured Parties, and hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in and to all of the Collateral of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

2. Supplements to Security Agreement Schedules

The undersigned has attached hereto supplemental Schedules 1, 2, 3, 4, 5, 6 and 7 to Schedules 1, 2, 3, 4, 5, 6 and 7, respectively, to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Security Agreement and are complete and correct, in all material respects.

3. Representations and Warranties

The undersigned hereby makes each representation and warranty set forth in Section 7 (*Representations and Warranties*) of the Security Agreement (as supplemented by the attached supplemental schedules) to the same extent as each other Grantor.

4. Obligations Under the Security Agreement

The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

5. Governing Law

This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MONEY2020, LLC

By: Handy

Title: MANAGER

Address: 010 PEARSON CORP INC
2140 S DURANT HIGHWAY
CANNON, CT, 06934 USA

Email Address: Handy.groobner@tpnght-graf.com

[Signature Page to Security Agreement Supplement]

THE ROYAL BANK OF SCOTLAND PLC,
as Security Trustee



By:

Jørn Nielsen

Title:

JP

Address:

250 BUNHOLMSTRADE
LONDON EC2M 4AA

Email
Address:

J.NI@RBS.COM

[Signature Page to Security Agreement Supplement]

SCHEDULE 1

PLEDGED DEBT

Grantor	Debt Issuer	Description of Debt	Debt Certificate No(s)	Final Maturity	Outstanding Principal Amount
Money2020, LLC	None				

SCHEDULE 2
ASSIGNED AGREEMENTS

Grantor	Assigned Agreement
Money2020, LLC	None

SCHEDULE 3

LOCATIONS OF EQUIPMENT AND INVENTORY

Money2020, LLC

Locations of Equipment: 19 West 44th Street,
Suite 1108,
New York, NY 10036

Locations of Inventory: 19 West 44th Street,
Suite 1108,
New York, NY 10036

SCHEDULE 4

LOCATION, JURISDICTION OF ORGANIZATION,
TYPE OF ORGANIZATION AND ORGANIZATIONAL IDENTIFICATION NUMBER

Grantor	Location	Jurisdiction of Organization	Type of Organization	Organizational Identification Number
Money2020, LLC	19 West 44 th Street, Suite 1108, New York, NY 10036	Delaware	Limited Liability Company	5027462

SCHEDULE 5

PATENTS, TRADEMARKS AND TRADE NAMES, COPYRIGHTS AND LICENSES

Grantor	Patents	Country	Patent No.
Money2020, LLC	None		

Grantor	Trademarks and Trade Names	Country	Mark	Reg. No.	Serial No.
Money2020, LLC	MONEY20/20 IS PRIMETIME	U.S.A.	Trademark	N/A	86531388
	REALIZE YOUR VISION NOW	U.S.A.	Trademark	4648949	86260070
	MONEY20/20 HACKATHON	U.S.A.	Trademark	N/A	86363357
	MONEY20/20EUROPE	U.S.A.	Trademark	N/A	86438067
	BITCOIN WORLD	U.S.A.	Trademark	N/A	86143136
	MONEY20/20	U.S.A.	Trademark	N/A	86260067
	MONEY2020	U.S.A.	Trademark	4468690	85738571

Grantor	Copyrights	Country	Title	Reg. No.
Money2020, LLC	None			

Grantor	Licenses	Title	Date	Parties
Money2020, LLC	None			

SCHEDULE 6

DEPOSIT ACCOUNTS

Grantor	Name and Address of Pledged Bank Account	Brief Description	Account Number
Money2020, LLC	Citibank N.A. 330 Madison Avenue New York, NY 10017	Deposit Account	4973880575

SCHEDULE 7
INVESTMENT PROPERTY

Note