

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thunderhead Limited		03/23/2015	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Proventus Capital Partners III AB (publ)		
Street Address:	Katarinavägen 15 - Box 1719		
City:	Stockholm		
State/Country:	SWEDEN		
Postal Code:	SE-111 87		
Entity Type:	public limited liability company: SWEDEN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4337094	THUNDERHEAD	
Registration Number:	4124108	THUNDERHEAD JUICE	
Registration Number:	4130584	THUNDERHEAD JUICE	
Registration Number:	3625283	THUNDERHEAD NOW	
Registration Number:	3002322	THUNDERHEAD	
Registration Number:	4249299	THUNDERCLOUD	
Registration Number:	4111702	THUNDERCLOUD	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	53288.1		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		

OP \$190.00 4337094

DATE SIGNED:	04/09/2015
---------------------	------------

Total Attachments: 5

source=Novo - US Trademark Security Agreement#page1.tif

source=Novo - US Trademark Security Agreement#page2.tif

source=Novo - US Trademark Security Agreement#page3.tif

source=Novo - US Trademark Security Agreement#page4.tif

source=Novo - US Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is entered into as of March 23, 2015, among THUNDERHEAD LIMITED, a company incorporated under the laws of England and Wales (the “**Grantor**”) and PROVENTUS CAPITAL PARTNERS III AB (publ), as agent for certain lenders party to the Facility Agreement (as defined below) (“**Agent**”).

RECITALS

WHEREAS, pursuant to that certain Facility Agreement dated as of even date herewith (the “**Facility Agreement**”), entered into by and among Thunderhead Midco Limited (the “**Parent**”), the Grantor, the companies listed in part 1 of schedule 1 thereto as the original guarantors, Agent, and the lenders from time to time party thereto (the “**Lenders**”), the Lenders have agreed to extend certain term loans to Original Borrower (as defined therein);

WHEREAS, in order to induce the Lenders to extend the loans to Original Borrower, the Grantor has agreed to execute that certain Pledge and Security Agreement, dated as of even date hereof, entered into by and among the Parent, the Grantor, each company listed as a grantor on the signature pages thereto and Agent (the “**Security Agreement**”), under which the Grantor has granted a security interest to Agent for the benefit of the Lenders in certain Collateral (other than Excluded Property). Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such term in the Security Agreement.

WHEREAS, in order to the Lenders to extend the loans, the Grantor has agreed to execute and deliver to Agent this Agreement and to grant Agent a security interest in the Trademark Collateral (as each term is described below) of the Grantor to secure the prompt payment, performance and discharge in full of all of the Secured Obligations under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations under and as defined in the Security Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security

To secure the prompt and complete payment and performance of the Secured Obligations 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 or any similar provisions of other applicable laws), the Grantor hereby pledges, grants and charges by way of a first fixed charge to Security Agent, for the benefit of the Secured Parties, a continuing security interest in, a Lien upon, and a right of set off against, and hereby assigns to Security Agent, for the benefit of the Secured Parties, as security, the following (the “Trademark Collateral”):

(i) all trademarks (other than any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)), trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, (including, without limitation, the United States trademark applications and registrations in the United States Patent and Trademark Office set forth on Exhibit A attached hereto), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, and all common law rights related thereto, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Grantor relating to the distribution of products and services in connection with which any of such marks are used; and

(ii) all causes of action for infringement of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Facility Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein, in the Security Agreement or in the Facility Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or the Facility Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. In the event of any contradiction between this Agreement and the Security Agreement, the provisions of the Security Agreement will prevail.

2. Miscellaneous

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

GRANTOR:

THUNDERHEAD LIMITED

By: *P. Milton*
Name: *P. MILTON*
Title: *DIRECTOR*

[Signature Page of Agent Follows]

[Company Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 005495 FRAME: 0601

Address:

Christian Reiner
Investment Director
Proventus Capital Partners III KB
Mobile: +44 79 71 572 578
Katarinavägen 15 - Box 1719
SE-111 87 Stockholm Sweden

AGENT:

**PROVENTUS CAPITAL PARTNERS III AB
(publ)**

By: CCR
Name: CHRISTIAN REINER
Title: INVESTMENT DIRECTOR

[Agent Signature Page -- Trademark Security Agreement]

**TRADEMARK
REEL: 005495 FRAME: 0602**

EXHIBIT A

Trademarks

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	INT Classes
THUNDERHEAD	85513894 11-JAN-2012	4337094 21-MAY-2013	09, 38, 41, 42, 45
THUNDERHEAD JUICE	85241861 14-FEB-2011	4124108 10-APR-2012	09, 42
THUNDERHEAD JUICE	85241848 14-FEB-2011	4130584 24-APR-2012	09, 42
THUNDERHEAD NOW	77310733 23-OCT-2007	3625283 26-MAY-2009	09, 41, 42
THUNDERHEAD	76519810 06-JUN-2003	3002322 27-SEP-2005	09, 41, 42
THUNDERCLOUD	85556068 29-FEB-2012	4249299 27-NOV-2012	09
ThunderCloud	85382074 27-JUL-2011	4111702 13-MAR-2012	42