

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hamsard 3364 Limited		04/09/2015	LIMITED LIABILITY COMPANY: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon, London Branch		
<b>Street Address:</b>	One Canada Square		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5AL		
<b>Entity Type:</b>	Bank: ENGLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86244541	BLUE SPRING	
<b>Serial Number:</b>	86238325	EMPOWER	
<b>Registration Number:</b>	4134337	G	
<b>Registration Number:</b>	4145270	GAINSBOROUGH SPECIALIST BATHING	
<b>Registration Number:</b>	4052823	GAINSBOROUGH SPECIALIST BATHS	
<b>Registration Number:</b>	4146855	GAINSBOROUGH SPECIALIST BATHS	
<b>Serial Number:</b>	85681864	HYDROVESCENT	
<b>Serial Number:</b>	86094719	I WANT A BATH	
<b>Serial Number:</b>	86238332	INSPIRE	
<b>Serial Number:</b>	86238584	MOMENTUM	
<b>Registration Number:</b>	3906395	PREMIER CARE IN BATHING	
<b>Registration Number:</b>	3924580	PREMIER CARE IN BATHING	
<b>Registration Number:</b>	3759125	SIMPLELIFT	
<b>Serial Number:</b>	86236615	VITALIZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			

CH \$365.00 86244541

**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:** 588106-5

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 04/14/2015

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

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

WHEREAS, Hamsard 3364 Limited, a limited liability company incorporated in England under registration number 9435023 (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, among others, certain lenders and The Bank of New York Mellon, London Branch as security trustee (the "Security Trustee", which expression shall include its successors, assigns and transferees), are parties to that certain Term and Revolving Facilities Agreement dated 11 March 2015 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"); and

WHEREAS, pursuant to (i) a Debenture dated 11 March 2015 (as amended, supplemented or otherwise modified from time to time, the "Debenture") entered into between, among others, the Grantor and the Security Trustee and (ii) certain other Security Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Debenture) by granting to the Security Trustee as Security Trustee for the Secured Parties (as defined in the Debenture) 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 Security Trustee, 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) the Intellectual Property (as defined in the Debenture) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) 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 Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto) or for the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Trustee 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 Security Trustee's name, from time to time, in the Security Trustee's discretion, so long as any Event of Default (as defined in the Debenture) shall have occurred and be continuing, 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 Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Debenture, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Trustee pursuant to the Debenture. The Grantor acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement 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 Supplement 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 Debenture. 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.

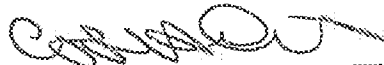
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Debenture, the Debenture shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

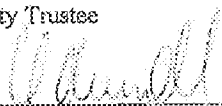
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 1<sup>st</sup> day of April, 2015.

HAMSARD 3364 LIMITED,  
AS GRANTOR

By:   
Name: Carolyn Housh  
Title: Director


Acknowledged:


THE BANK OF NEW YORK MELLON, LONDON BRANCH,  
as Security Trustee

By:   
Name: Kate Hussell  
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trade marks							
Owner	Jurisdiction	Registration / Application no.	Application date	Renewal date	Status	Mark text	Graphic representation
Hamsard 3364 Limited	US	86244541	7 April 2014	n/a	Application published	Blue Spring	Blue Spring
Hamsard 3364 Limited	US	86238325	1 April 2014	n/a	Application published	Empower	Empower
Hamsard 3364 Limited	US	85321850 / 4134337	16 May 2011	1 May 2022	Registered	G	
Hamsard 3364 Limited	US	85289206 / 4145270	7 April 2011	22 May 2022	Registered	Gainsborough Specialist Bathing	GAINSBOROUGH SPECIALIST BATHING
Hamsard 3364 Limited	US	85291285 / 4052823	11 April 2011	8 November 2021	Registered	Gainsborough Specialist Baths	Gainsborough Specialist Baths
Hamsard 3364 Limited	US	85976144 / 4146855	7 April 2011	22 May 2022	Registered	Gainsborough Specialist Baths	Gainsborough Specialist Baths
Hamsard 3364 Limited	US	85681864	19 July 2012	n/a	Application published	Hydrorescent	Hydrorescent

Trade marks							
Owner	Jurisdiction	Registration / Application no.	Application date	Renewal date	Status	Mark text	Graphic representation
Limited							
Hamsard 3364 Limited	US	86094719	18 October 2013	n/a	Application published	I Want A Bath	I Want a Bath
Hamsard 3364 Limited	US	86238332	1 April 2014	n/a	Application published	Inspire	Inspire
Hamsard 3364 Limited	US	86238584	1 April 2014	n/a	Application published	Momentum	Momentum
Hamsard 3364 Limited	US	77876196 / 3906395	19 November 2009	18 January 2021	Registered	Premier Care in Bathing	
Hamsard 3364 Limited	US	77876201 / 3924580	19 November 2009	1 March 2021	Registered	Premier Care in Bathing	Premier Care in Bathing
Hamsard 3364 Limited	US	77688007 / 3759125	11 March 2009	9 March 2020	Registered	SimpleLift	SimpleLift
Hamsard 3364 Limited	US	86236615	31 March 2014	n/a	Application published	Vitalize	Vitalize