TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Beacon Advisors, Inc.		04/30/2015	CORPORATION: DELAWARE
American Private Equity Management, L.L.C.		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77304308	AMBEACON
Serial Number:	77445151	AMBEACON
Serial Number:	77304402	
Serial Number:	78565923	AMERICAN BEACON
Serial Number:	78565814	AMERICAN BEACON
Serial Number:	74582996	-PLANAHEAD CLASS-
Serial Number:	74231756	MILEAGE CLASS
Serial Number:	85534565	AMERICAN PRIVATE EQUITY MANAGEMENT
Serial Number:	85534551	AMERICAN PRIVATE EQUITY PARTNERS

CH $240.00 77304308

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1:	75 East 55th Street
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78436.00171 (FIRST LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	04/30/2015

Total Attachments: 5
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FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of April 30, 2015, made by AMERICAN BEACON ADVISORS, INC., a Delaware corporation having a principal place of business at 220 E Las Colinas Blvd #1200, Irving, TX 75039, and AMERICAN PRIVATE EQUITY MANAGEMENT, L.L.C., a Delaware limited liability company having a principal place of business at 220 E Las Colinas Blvd #1200, Irving, TX 75039 (together with American Beacon Advisors, Inc., the "Grantors", and each, a "Grantor"), in favor of ROYAL BANK OF CANADA, having a principal place of business at 20 King Street West, 4th Floor, Toronto, Ontario M5H 1C4 (in such capacity, the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the First Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the First Lien Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Astro AB Borrower, Inc., a Delaware corporation (as successor by merger to Astro AB Merger Sub, Inc., the "Borrower"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors, the Borrower and Astro AB Acquisition, Inc. have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the First Lien Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary

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course of its business, pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Lien Guarantee and Collateral Agreement. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN BEACON ADVISORS, INC.

By: _____
Name: Gene L. Needles, Jr.
Title: President and CEO

AMERICAN PRIVATE EQUITY MANAGEMENT, L.L.C.

By: _____
Name: Gene L. Needles, Jr.
Title: President

Acknowledged and Agreed to as of
the date hereof by:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name: Susan Khokher
Title: Manager, Agency

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial Number	Registration Number
American Beacon Advisors, Inc.	AmBeacon	77304308	3719137
American Beacon Advisors, Inc.	AmBeacon & Lighthouse Design	77445151	3716160
American Beacon Advisors, Inc.	Lighthouse Design	77304402	3705913
American Beacon Advisors, Inc.	American Beacon & Lighthouse Design	78565923	3353356
American Beacon Advisors, Inc.	American Beacon	78565814	3353355
American Beacon Advisors, Inc.	PlanAhead Class	74582996	1983463
American Beacon Advisors, Inc.	Mileage Class	74231756	1722438
American Beacon Advisors, Inc.	American Private Equity Management	85534565	4416738
American Private Equity Management, L.L.C.	American Private Equity Partners	85534551	4232951