

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM339887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## 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

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

## PROPERTY NUMBERS Total: 9

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

## 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

TRADEMARK

900323247

REEL: 005507 FRAME: 0026

CH \$240.00 77304308

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

<b>ATTORNEY DOCKET NUMBER:</b>	78436.00171 (SECOND LIEN)
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<b>NAME OF SUBMITTER:</b>	Christine Dionne
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<b>SIGNATURE:</b>	/Christine Dionne/
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<b>DATE SIGNED:</b>	04/30/2015
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**Total Attachments: 5**

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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

SECOND 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, 4<sup>th</sup> 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 Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second 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 Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

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

WHEREAS, pursuant to the Second 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 Second 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

course of its business, pursuant to the Second 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 Second Lien Guarantee and Collateral Agreement. The Second 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 Second Lien Credit Agreement and the Second 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 Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Intercreditor. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent (as defined herein) to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Intercreditor Agreement"), initially among Royal Bank of Canada, in its capacities as administrative agent and collateral agent for the Original First Lien Lenders to the Original First Lien Credit Agreement, Royal Bank of Canada, in its capacities as administrative agent and collateral agent for the Original Second Lien Lenders to the Original Second Lien Credit Agreement, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. 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.

\* \* \*

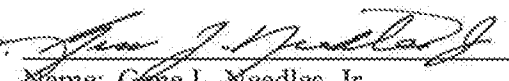
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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: \_\_\_\_\_  
Title: Susan Khokher  
Manager, Agency

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

**TRADEMARK**  
**REEL: 005507 FRAME: 0031**

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Owner</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>
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