

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350595

|   |                                     |                       |                    |
|---|-------------------------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b> |
| SPEAR USA INC.  |                                     | 08/06/2015            | CORPORATION: OHIO  |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                    |
| <b>Name:</b>  | UNICREDIT BANK AG, LONDON BRANCH    |                       |                    |
| <b>Street Address:</b>  | Moor House, 120 London Wall         |                       |                    |
| <b>City:</b>  | London                              |                       |                    |
| <b>State/Country:</b>   | GREAT BRITAIN                       |                       |                    |
| <b>Postal Code:</b>   | EC2Y 5ET                            |                       |                    |
| <b>Entity Type:</b>   | CORPORATION: GERMANY                |                       |                    |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                     |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 76140188                            | SPEAR                 |                    |
| <b>Serial Number:</b>   | 76143889                            | CLEAR & SIMPLE        |                    |
| <b>Serial Number:</b>   | 85964965                            |                       |                    |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                    |
| <b>Fax Number:</b>  | 2128225096                          |                       |                    |
| <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> |                                     |                       |                    |
| <b>Email:</b>   | nbrowand@milbank.com                |                       |                    |
| <b>Correspondent Name:</b>  | Milbank, Tweed, Hadley & McCloy LLP |                       |                    |
| <b>Address Line 1:</b>  | 28 Liberty Street                   |                       |                    |
| <b>Address Line 2:</b>  | Attn: Nathaniel T. Browand          |                       |                    |
| <b>Address Line 4:</b>  | New York, NEW YORK 10005            |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 77000.00600                         |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Nathaniel T. Browand                |                       |                    |
| <b>SIGNATURE:</b>   | /Nathaniel T. Browand/              |                       |                    |
| <b>DATE SIGNED:</b>   | 08/06/2015                          |                       |                    |
| <b>Total Attachments: 6</b>   |                                     |                       |                    |
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source=Project Gold - Shortform Trademark Agreement#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of August 6, 2015, is made by the parties listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of UNICREDIT BANK AG, LONDON BRANCH (the “**Security Agent**”) as Security Agent for the secured parties under the Facilities Agreement referred to below (the “**Secured Parties**”).

WHEREAS, CONSTANTIA LUX PARENT S.A. (f/k/a CONSTANTINOPLE LUX I S.A R.L.), a private limited liability company (société à responsabilité limitée) incorporated and registered in the Grand Duchy of Luxembourg, having its registered office at 5, rue Pierre d’ Aspelt, L-1142 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 193495 and having on the date hereof a share capital of EUR 39,000 as parent and original guarantor (the “**Parent**”), CONSTANTINOPLE ACQUISITION GMBH, a private company with limited liability (Gesellschaft mit beschränkter Haftung) incorporated under the laws of Austria with its corporate seat in Vienna, Austria and its business address at Sterngasse 13, 1010 Vienna, Austria, registered with the Commercial Register of the Commercial Court of Vienna under FN 425945 f (the “**Bidco Borrower**”) and CONSTANTINOPLE NORTH AMERICA, LLC, a limited liability company organized under the laws of Delaware with its registered office at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801 (the “**US Borrower**”) have entered into a Senior Facilities Agreement dated as of March 24, 2015 and as amended and restated on July 1, 2015 (the “**Facilities Agreement**”), with the Security Agent and the agent and lenders (the “**Lenders**”) party thereto.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Facilities Agreement, each Grantor has executed and delivered to the Security Agent that certain U.S. Pledge and Security Agreement dated as of August 6, 2015, made by and among the Grantors, the other Obligor party thereto and the Security Agent (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Security Agent as follows:

1. Grant of Security. Each Grantor hereby confirms its pledge of and grant of a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time

(the “**Trademark Collateral**”), to the Security Agent, for the ratable benefit of the Secured Parties, pursuant to the Security Agreement:

(a) the U.S. trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would void or impair, under applicable federal law, such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

provided that in no event shall any security interest attach to any Excluded Assets (as defined in the Security Agreement) nor shall this Trademark Security Agreement constitute a grant of security in any Excluded Asset.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Security Agent.

3. Finance Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Agent with respect to the Trademark Collateral are as provided by the Facilities Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e.,

“pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

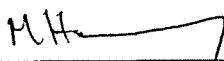
6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (OTHER THAN ANY MANDATORY PROVISIONS OF THE NEW YORK UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**Grantors:**


SPEAR USA INC.

By:   
Name: MICHAEL HENRY  
Title: CFO


[IP Security Agreement]

AGREED TO AND ACCEPTED:

UNICREDIT BANK AG, LONDON  
BRANCH,  
as Security Agent

By: 

Name: Russell Winston  
Title: Associate Director

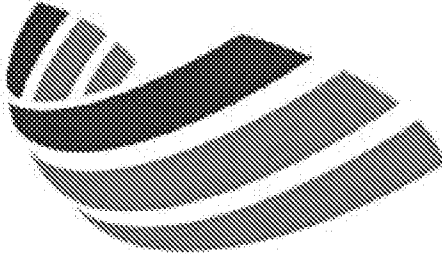
By: 

Name: Gillian Akhurst  
Title: Director

Address for Notices:

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Mark  | Registration no. | Registering Party | Registration Date | Jurisdiction |
|---|------------------|-------------------|-------------------|--------------|
| <b>SPEAR</b>  | 76140188         | Spear USA, LLC    | 10/4/2000         | USA          |
| <b>CLEAR &amp; SIMPLE</b>   | 76143889         | Spear USA, LLC    | 10/9/2000         | USA          |
|  | 85964965         | Spear USA, LLC    | 6/20/2013         | USA          |