

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHRYSL INTERNATIONAL B.V.	FORMERLY POKON & CHRYSL INTERNATIONAL B.V. AND POKON & CHRYSL B.V.	06/30/2016	Corporation: NETHERLANDS
RECEIVING PARTY DATA			
Name:	ABN AMRO Bank N.V.		
Street Address:	Gustav Mahlerlaan 10		
City:	1082 PP Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	Naamloze Vennootschap (Nv): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4956544	ARRIVE ALIVE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6179518000		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	105066-0002		
DOMESTIC REPRESENTATIVE			
Name:	CANTOR COLBURN LLP		
Address Line 1:	20 CHURCH ST FL 22		
Address Line 4:	HARTFORD, CONNECTICUT 06103-1253		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/jenniferkagan/		

CH \$40.00 4956544

DATE SIGNED:	07/01/2016
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Total Attachments: 4

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30 2016 by the Person listed on the signature pages hereto (the "Grantor"), in favor of ABN AMRO Bank N.V., as agent for the Secured Parties (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of June 5, 2015 (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Agent, the Grantor is required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, after acquired trademarks are made subject to the Security Agreement and this Supplemental Agreement adds certain trademarks acquired by Grantor since June 5, 2015 and listed in Schedule A to the Security Agreement;

WHEREAS, Schedule A attached hereto identifies certain additional trademarks subject to the Security Agreement beyond those in the June 5, 2015 Trademark Security Agreement.

Accordingly, the Grantor and the Agent agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following property and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the "Collateral"):

(a) each Trademark registered or pending registration in the United States of America, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) 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 or injury to, or infringement or dilution of, any Trademark registered or pending registration in the United States of America owned by the Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Parties in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

[Signature pages follow.]

EXECUTION VERSION

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement

**CHRYSAL INTERNATIONAL B.V.
(F/K/A POKON & CHRYSAL
INTERNATIONAL B.V. AND POKON &
CHRYSAL B.V.)**

By: 

Name: *Per Anders Persson*
Title: *Finance Director*

DB1/ 88290073.1

TRADEMARK
REEL: 005826 FRAME: 0228

*Schedule A*List of Trade Names, Trademarks, Service Marks, Internet Domain Names, Trademark and Service Mark Registrations and Applications For Trademark And Service Mark Registrations

Grantor	Mark	Reg. No or Appln. No.	Date
Chrysal International B.V.	Arrive Alive	Reg. No. 4956544	May 10, 2016

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