

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRI NEWCO LLC		08/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Elavon Financial Services DAC, U.K. Branch as security agent		
Street Address:	125 Old Broad Street		
Internal Address:	5th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1AR		
Entity Type:	Designated Activity Company (DAC): UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85516058	D R I	
Serial Number:	85469826	DRI	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128198200		
Email:	IPRECORDATIONS@WHITECASE.COM		
Correspondent Name:	Matthew Champion/White & Case LLP		
Address Line 1:	1155 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036-2787		
NAME OF SUBMITTER:	Matthew Champion		
SIGNATURE:	/Matthew Champion/		
DATE SIGNED:	08/10/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Elavon Financial Services DAC, U.K. Branch as security agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) for the Secured Parties (as defined in the U.S. Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), among the persons party thereto as Borrowers, the other persons party thereto as Credit Parties, the persons party from time to time thereto as Lenders (the “Term Lenders”) and Elavon Financial Services DAC, U.K. Branch, as agent for the Term Lenders, the Term Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Revolving Credit Agreement”), among the person party thereto as Borrower, the other persons party thereto as Credit Parties, the persons party from time to time thereto as Revolving Lenders (the “Revolving Lenders”), Sumitomo Mitsui Banking Corporation, as agent and others, (a) certain of the Revolving Lenders have severally agreed to make extensions of credit to the US Borrower upon the terms and subject to the conditions set forth therein and (b) certain of the Revolving Lenders have severally agreed to make extensions of credit to the EU Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a U.S. Guaranty and Security Agreement of even date with each Credit Agreement in favor of the Security Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “U.S. Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the U.S. Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the U.S. Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Term Lenders, the Revolving Lenders, the Agent and the Security Agent to enter into the applicable Credit Agreement and to induce the Term Lenders and the Revolving Lenders to make their respective extensions of credit to the applicable Borrowers thereunder, each Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the U.S. Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. U.S. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the U.S. Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the U.S. Guaranty and Security Agreement, the U.S. Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the U.S. Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance in full in cash of the Secured Obligations (other than any contingent indemnification obligations for which no claim has been made) and cash collateralization of Letters of Credit (as defined in the Revolving Credit Agreement) in the manner provided for in the Revolving Credit Agreement. Upon the termination of this Trademark Security Agreement, the Security Agent, at the cost of the Grantors, shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein, in each case, without recourse, representation or warranty.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DRI NEWCO LLC
as Grantor

By: 

Name: Richard Rosselet
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ELAVON FINANCIAL SERVICES DAC, U.K. BRANCH
as Security Agent

By: _____

Name:
Title: Authorized Signatory

By: _____

Name:
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005852 FRAME: 0490

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

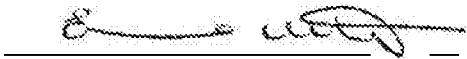
DRI NEWCO LLC
as Grantor

By: _____
Name: Richard Rosselet
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ELAVON FINANCIAL SERVICES DAC, U.K. BRANCH
as Security Agent

By:  _____
Name: Christopher Eastlake
Title: Authorized Signatory

By:  _____
Name: Emma White
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Serial Number	Registration #	Mark	Country
85516058	4183403	DRI	USA
85469826	4178484	DRI	USA

2. TRADEMARK APPLICATIONS

None.