

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397232

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900372726		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fourth Limited		06/15/2016	Limited Company: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	1345 Avenue of the Americas		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87071873	FOURTH	
CORRESPONDENCE DATA			
Fax Number:	2127288000		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Meghan Hungate		
Address Line 1:	787 Seventh Avenue		
Address Line 2:	Willkie Farr & Gallagher LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	123601.00005		
NAME OF SUBMITTER:	Meghan Hungate		
SIGNATURE:	/meghanhungate/		
DATE SIGNED:	09/01/2016		
Total Attachments: 28			
source=Confirmatory Grant of Security Interest between Fourth Limited and AB Private Credit Investors			

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARK

This Confirmatory Grant of Security Interest In Trademark (the "Agreement") is executed as of August 31, 2016 by and between Fourth Limited, a limited company incorporated under the laws of England and Wales with company number 03887115 ("Fourth") and AB Private Credit Investors LLC ("Agent" and, collectively with Fourth, the "Parties").

WHEREAS, pursuant to that certain Senior Facilities Agreement (the "SFA"), dated as of July 15, 2015 as amended and restated on December 23, 2015 and as amended and restated from time to time, a redacted copy of which is resubmitted herewith, pursuant to which each of Nimbus Acquisitions Midco 1 Limited, Nimbus Acquisitions Bidco Limited, and Fourth, as a Material Subsidiary under the SFA, among others, agreed to grant to Agent a security over its material intellectual property;

WHEREAS, on June 15, 2016, Fourth filed an application with the United States Patent and Trademark Office (the "USPTO") to register the mark FOURTH in the United States embodied in Application Serial Number 87/071873 (the "Application"), which Application constitutes material intellectual property of Fourth, therefore entitling Agent to receive a grant of security interest from Fourth in the Application; and

WHEREAS, Fourth desires to clarify and confirm to the USPTO that, as a Material Subsidiary under the SFA, Fourth is bound by the terms of the SFA, and did and hereby does grant to Agent a security interest in the FOURTH mark and the Application effective as of June 15, 2016.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Fourth hereby agrees and acknowledges that, effective June 15, 2016, it did and hereby does grant a continuing security interest in the Application to the Agent for the benefit of Agent to secure payment, performance and observance of Fourth's observance of its obligations under the SFA.
2. This Agreement has been executed and delivered by Fourth for the purpose of recording the grant of security interest referenced herein with the USPTO. The referenced security interest has been granted to the Agent in connection with the SFA and is expressly subject to the terms and conditions thereof. The SFA (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms.
3. Fourth does hereby further acknowledge and affirm that the rights and remedies of the Parties with respect to the security interest granted hereby are more fully set forth in the SFA, attached hereto, and the terms and provisions of the SFA are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, FOURTH LIMITED has duly executed and delivered this Confirmatory Grant of Security Interest In Trademark as of the date first written above.

FOURTH LIMITED

By: 

Name: STUART GOLDBLATT

Title: C.F.O.

EXHIBIT A

See attached Senior Facilities Agreement

EXECUTION VERSION

Dated 15 July 2015

SENIOR FACILITIES AGREEMENT

Nimbus Acquisitions Midco 1 Limited
as Parent

Nimbus Acquisitions Topco Limited
as Bidco

with

AB Private Credit Investors LLC
as Arranger

and

AB Private Credit Investors LLC
as Agent

and

AB Private Credit Investors LLC
as Security Agent

Proskauer >>

110 Bishopsgate, London EC2N 4AY
T: +44 20 7260 2000 F: +44 20 7260 2001

50498234v15

TRADEMARK
REEL: 005867 FRAME: 0917

THIS AGREEMENT is dated 15 July 2015

BETWEEN:

- (1) NIMBUS ACQUISITIONS MIDCO 1 LIMITED, a limited liability company incorporated and registered under the laws of England and Wales, having its registered address at 20-22 Bedford Row, London, United Kingdom, WC1R 4JS and registered under number 09674425 (the "Parent");
- (2) NIMBUS ACQUISITIONS TOPCO LIMITED, a company incorporated and registered under the laws of England and Wales, having its registered address at 20-22 Bedford Row, London, United Kingdom, WC1R 4JS and registered under number 09651062 ("Bidco");
- (3) THE COMPANIES listed in Part 1 of Schedule 1 (*The Original Parties*) as original borrowers (the "Original Borrowers");
- (4) THE COMPANIES listed in Part 1 of Schedule 1 (*The Original Parties*) as original guarantors (the "Original Guarantors");
- (5) AB PRIVATE CREDIT INVESTORS LLC as mandated lead arranger (the "Arranger");
- (6) THE FINANCIAL INSTITUTIONS listed in Part 2 of Schedule 1 (*The Original Parties*) as Lenders (the "Original Lenders");
- (7) AB PRIVATE CREDIT INVESTORS LLC as agent of the other Finance Parties (the "Agent"); and
- (8) AB PRIVATE CREDIT INVESTORS LLC as security agent for the Secured Parties (the "Security Agent").

✓ "Material Subsidiary" means, at any time:

- (a) an Obligor;
- (b) a member of the Group which is listed in Schedule 10 (*Material Companies*);
- (c) a member of the Group that holds shares in an Obligor; and
- (d) each Restricted Subsidiary of the Parent which has earnings before interest, tax, depreciation and amortisation (calculated on the same basis as Consolidated EBITDA), gross assets (excluding goodwill and intra-Group items) or net assets (excluding goodwill and intra-Group items) representing 5 per cent. or more of the Consolidated EBITDA, gross assets or net assets of the Group, calculated on a consolidated basis.

25.28 **Holding Company**

Neither the Parent nor Bideo shall trade, carry on any business, own any assets or incur any liabilities or grant any Security except for a Permitted Holding Company Activity.

25.29 **Guarantees and Security**

(a) The Parent shall ensure that, subject to the Agreed Security Principles:

- (i) each Borrower and each Holding Company of a Borrower (which is a member of the Group) is a Guarantor;
- (ii) each of the Material Subsidiaries listed in Schedule 10 (*Material Companies*) shall as soon as reasonably practicable, and in any event within 30 days of the Closing Date, become a Guarantor;
- (iii) each member of the Group which is a Material Subsidiary (by reference to the most recent Annual Compliance Certificate delivered to the Agent under this Agreement commencing with the Annual Compliance Certificate delivered for the Financial Year ending 31 August 2015) shall as soon as reasonably practicable (and in any event within 45 days of the due date for delivery of the Annual Compliance Certificate for the relevant Financial Year demonstrating that it has become a Material Subsidiary) become a Guarantor; and

- (b) Each Guarantor must grant Security over its assets in accordance with the Agreed Security Principles at the time it accedes as a Guarantor or as otherwise agreed with the Agent (acting on the instructions of the Majority Lenders (acting reasonably)).

SCHEDULE 11
AGREED SECURITY PRINCIPLES

1. **Agreed Security Principles**
- 1.1 The guarantees and Security to be provided will be given in accordance with the security principles (the "Agreed Security Principles") set out in this Schedule 11. This Schedule 11 addresses the manner in which the security principles will impact on the guarantees and Security proposed to be taken in relation to this transaction.

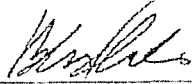
7. **Intellectual Property**

- 7.1 Each Guarantor will grant Security over its material intellectual property (except to the extent Security cannot be given under the terms of the relevant licensing agreement) but shall, subject to the restrictions in this Agreement, be free to deal with those assets in the course of its business (including, without limitation, allowing its intellectual property to lapse if no longer material to the business) until an Declared Default is continuing.
- 7.2 Notwithstanding paragraph 1.2(xi) above, if required for the validity, perfection and enforceability under local law, Security over intellectual property will be registered under the law of the relevant Transaction Security Document or at a relevant supra-national registry (such as the EU) subject to the general principles set out in these Agreed Security Principles.

SCHEDULE 10
MATERIAL COMPANIES

Name of Material Subsidiary	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
Fourth Limited	England	03887115

The Parent
SIGNED on behalf of



Nimbus Acquisitions Mideo 1 Limited as the Parent

By: Blair Flicker

Title: Director

Address:

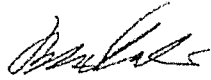
Copy to:
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

Attention: Morgan D. Elwyn

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0925

Original Borrower
SIGNED on behalf of



Nimbus Acquisitions Topco Limited as the Original Borrower

By: Blair Flicker

Title: Director

Address:

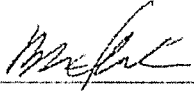
Copy to:
Wilkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

Attention: Morgan D. Elwyn

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0926

Original Guarantors
SIGNED on behalf of



Nimbus Acquisitions Mideo 1 Limited as Original Guarantor

By: Blair Flicker

Title: Director

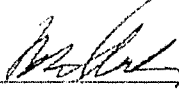
Copy to:
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

Attention: Morgan D. Elwyn

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0927

SIGNED on behalf of



Nimbus Acquisitions Topco Limited as Original Guarantor

By: Blair Flicker

Title: Director

Address:

Copy to:
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

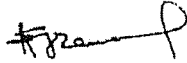
Attention: Morgan D. Elwyn

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0928

The Arranger

SIGNED on behalf of



AB Private Credit Investors LLC as Arranger

By: ~~Jay Ramakrishnan~~ Shisur Agrawal

Title: Managing Director

Address:

Fax:

Attention: Jay Ramakrishnan

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

The Original Lenders

SIGNED on behalf of



Addington Square Private Credit Fund L.P. by Addington Square Private Credit Fund G.P., its
general partner

By: Sean Flynn

Title: Director

Address:

Fax: 212-969-6089

Attention: Jay Ramakrishnan

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

SIGNED on behalf of

Zilux Senior Loan Fund by Guggenheim Partners Investment Management, LLC, as Investment
Manager

By:



Title:

WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

SIGNED on behalf of

Stichting PGGM Depository acting in its capacity as depository of PGGM High Yield Fund by
Guggenheim Partners Investment Management, LLC, as Manager

By: 
Title: WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

SIGNED on behalf of

Midland National Life Insurance Company by Guggenheim Partners Investment Management,
LLC, as Investment Manager

By:



Title:

WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0933

SIGNED on behalf of

North American Company for Life and Health Insurance by Guggenheim Partners Investment
Management, LLC

By:



Title:

WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0934

SIGNED on behalf of

South Carolina Retirement Systems Group Trust by Guggenheim Partners Investment
Management, LLC, as Manager

By:



Title:

WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0935

SIGNED on behalf of

South Dock Funding Limited by Guggenheim Partners Investment Management, LLC, as
Investment Manager

By:



Title:

WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0936

SIGNED on behalf of

Guggenheim Funds Trusts - Guggenheim Macro Opportunities Fund by Guggenheim Partners
Investment Management, LLC, as Investment Advisor

By:



Title:

WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0937

SIGNED on behalf of

Guggenheim Strategic Opportunities Fund by Guggenheim Partners Investment Management,
LLC, as Investment Manager

By: 

Title: WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

SIGNED on behalf of

SEI Institutional Managed Trust – Multi Asset Income Fund by Guggenheim Partners
Investment Management, LLC, as Sub-Advisor

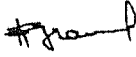
By: 

Title: WILLIAM HAGNER
ATTORNEY-IN-FACT

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

The Agent

SIGNED on behalf of



AB Private Credit Investors LLC as the Agent

By: ~~Jay Ramakrishnan~~ Shishir Agrawal

Title: ~~Managing~~ Director

Address:

Fax: 212-969-6089

Attention: Jay Ramakrishnan

Copy to:

Address:

Attention:

Facsimile:

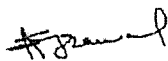
Email:

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT

TRADEMARK
REEL: 005867 FRAME: 0940

The Security Agent

SIGNED on behalf of



AB Private Credit Investors LLC as the Security Agent

By: ~~Jay~~ Ramakrishnan Swishir Agrawal

Title: ~~Managing~~ Director

Address:

Fax: 212-969-6089

Attention: Jay Ramakrishnan

Copy to:

Address:

Attention:

Facsimile:

Email:

SIGNATURE PAGE TO THE SENIOR FACILITIES AGREEMENT