

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
hibu Inc.		09/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Loan Agency Services Limited		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4137067	BEYOND YELLOW	
Registration Number:	4168562	CHATTERHUB	
Registration Number:	4154889	CHATTERHUB	
Registration Number:	3281915	WEBREACH	
Registration Number:	4027015	WEFORIA	
Registration Number:	3756368	YELLOW BOOK	
Registration Number:	3756369	YELLOW BOOK	
Registration Number:	3791740	YELLOW BOOK	
Registration Number:	4166439	YELLOWBOOK	
Registration Number:	4336919	YELLOWBOOK	
Registration Number:	4403647	YELLOWBOOK 360	
Registration Number:	3801438	YELLOWBOOK.COM	
CORRESPONDENCE DATA			
Fax Number:	2122919869		
<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:	2125584229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele DeMarco		
Address Line 1:	125 Broad Street		
TRADEMARK			

OP \$315.00 4137067

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER: Raffaele DeMarco

SIGNATURE: /Raffaele DeMarco/

DATE SIGNED: 09/07/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of 7 September , 2016, by and between hibu Inc., a Delaware corporation, (the “**Grantor**”) and Global Loan Agency Services Limited, as security trustee for the Secured Parties (as defined in the Security Agreement referred to below) (herein in such capacity, the “**Security Trustee**”).

RECITALS

- (A) Certain parties thereto have entered into certain cash pay notes and PIK notes finance documents, each dated on or prior to the date hereof and between Owl Finance plc, as issuer, certain entities as guarantors named therein and Global Loan Agency Services Limited as trustee, each such document incorporating by reference terms of a common terms agreement, dated on or prior to the date hereof and between, among others, Owl Finance plc and Global Loan Agency Services Limited (as it may be amended and/or restated from time to time, the “**Common Terms Agreement**”).
- (B) In connection with such finance documents and the Common Terms Agreement, certain parties thereto have entered into a security trust and intercreditor deed dated on or prior to the date hereof between, among others, Owl Finance plc and the Security Trustee (as it may be amended and/or restated from time to time, the “**STID**”).
- (C) The Grantor is party to a Security Agreement, dated the date hereof, in favor of the Security Trustee (the “**Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Finance Documents (including the STID and the Common Terms Agreement), the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINED TERMS

Capitalized terms used herein but not defined herein are used with the meanings given them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Trustee, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all

Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under

- (a) all Copyrights to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SEPARATE AND DISTINCT GRANTS OF SECURITY

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Trustee (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Trustee for the benefit of the Secured Parties and securing the Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests.

4. CERTAIN EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

5. SECURITY AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Security Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the

Security Trustee with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. GOVERNING LAW

THIS 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, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

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

Very truly yours,

hibu Inc.

By:


Name: ROBERT HALL
Title DIRECTOR

ACCEPTED AND AGREED:

Global Loan Agency Services Limited, as Security Trustee

By:

Name:
Title

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005871 FRAME: 0884

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

Very truly yours,

hibu Inc.

By: _____
Name:
Title

ACCEPTED AND AGREED:
Global Loan Agency Services Limited, as Security Trustee

By: _____
Name: Anthony Stanford
Title Transaction Manager

**SCHEDULE I
COPYRIGHTS**

None.

Schedule I to Intellectual Property Security Agreement

LONDON:542394.2

**TRADEMARK
REEL: 005871 FRAME: 0886**

**SCHEDULE II
PATENTS**

None.

Schedule II to Intellectual Property Security Agreement

LONDON:542394.2

TRADEMARK
REEL: 005871 FRAME: 0887

**SCHEDULE III
TRADEMARKS**

Grantor	Mark	Registration No.	Registration Date
hibu Inc.	BEYOND YELLOW	4137067	May 1, 2012
hibu Inc.	CHATTERHUB	4168562	July 3, 2012
hibu Inc.	CHATTERHUB	4154889	June 5, 2012
hibu Inc.	WEBREACH	3281915	August 21, 2007
hibu Inc.	WEFORIA	4027015	September 13, 2011
hibu Inc.	YELLOW BOOK	3756368	March 9, 2010
hibu Inc.	YELLOW BOOK	3756369	March 9, 2010
hibu Inc.	YELLOW BOOK	3791740	May 25, 2010
hibu Inc.	YELLOWBOOK	4166439	July 3, 2012
hibu Inc.	YELLOWBOOK	4336919	May 21, 2013
hibu Inc.	YELLOWBOOK 360	4403647	September 17, 2013
hibu Inc.	YELLOWBOOK.COM	3801438	June 15, 2010

Schedule III to Intellectual Property Security Agreement

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