

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRACE ONE S.A.S.		09/08/2016	Société Par Actions Simplifiée (Sas): FRANCE
TRACE ONE LIMITED		09/08/2016	PRIVATE LIMITED COMPANY: ENGLAND
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.		
Street Address:	345 CALIFORNIA STREET		
Internal Address:	SUITE 300		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3003147	EQOS	
Registration Number:	2824623	TRACE ONE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	74267.016		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	09/08/2016		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made this 8 day of September, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**” and each individually a “**Grantor**”) and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD., a limited liability company incorporated under the laws of the Cayman Islands and registered under number 296196 (together with its permitted successors, transferees and assigns in such capacity, the “**Security Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Bonds Subscription Agreement dated as of 8 September, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including all schedules, appendices and exhibits thereto, the “**Bonds Agreement**”) among RIVA TRACE BIDCO S.A.S., (the “**Issuer**”), TSLE HOLDCO 1, S.À R.L. as Senior Bonds Subscriber (as defined in the Bonds Agreement) and TPG Specialty Lending Europe I Advisors, Ltd. as Senior Bondholders’ Representative, Security Agent, Senior Bonds Subscribers’ Agent and Arranger (each such term as defined therein) the Issuer has requested from the Senior Bonds Subscribers the subscription of 37,500,000 Senior Bonds in an aggregate amount equal to €37,500,000 pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that Revolving Facility Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and annexes thereto, the “**Revolving Facility Agreement**”) among Riva Holdco 2 Limited (the “**Borrower**”), Riva Holdco 1 Limited as Parent, TSLE HOLDCO 1-I, S.À R.L. as Original Lender and TPG Specialty Lending Europe I Advisors, Ltd. as Arranger, RCF Agent and Security Agent (each such term as defined therein), a €5,000,000 revolving facility has been or will be provided by the Lenders to the Borrower;

WHEREAS, the of the Senior Bonds Subscriber and the Lender are willing to make the financial accommodations to Issuer and the Borrower as provided for in the Bonds Agreement and the Revolving Facility Agreement (as applicable), but only upon the condition, among others, that the Grantors shall have executed and delivered to the Security Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of 8 September, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Security Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Intercreditor Agreement (as defined in the Security Agreement).

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark, whether or not such Trademark is licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark, whether or not such Trademark is licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the continuing security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Security Agent, the Primary Finance Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The continuing security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the continuing security interests granted to the Security Agent, for the benefit of the Senior Bonds Subscribers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the continuing security interest in the Trademark 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

mutatis mutandis as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Primary Finance Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations (other than unasserted contingent indemnification obligations). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

7. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature page follows]

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.

GRANTORS:

TRACE ONE S.A.S.,
as a Grantor

By: _____

Name: GERTRAND SCARD

Title: PRÉSIDENT

TRACE ONE LIMITED,
as a Grantor

By: _____

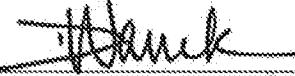
Name: GERTRAND SCARD

Title: DIRECTOR

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
BY:

**TPG SPECIALTY LENDING EUROPE I
ADVISORS, LTD.,**
as the Security Agent

By: 
Name: Daniel Waneh
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Description	Reg. No. or Appln. No.	Date
Trace One Limited	EQOS	3003147	October 4, 2005
Trace One S.A.S.	TRACE ONE ACCELERATE INNOVATION	3946937	April 19, 2011
	TRACE ONE	2824623	March 23, 2004

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently in Use

None.

Trademark Licenses

None.