

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viking Holding Company, LLC		09/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as Collateral Agent		
Street Address:	8 Canada Square		
City:	London		
State/Country:	ENGLAND		
Postal Code:	E14 5HQ		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5032180	LÉMAN	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Kristin Yohannan, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	33901.61401		
NAME OF SUBMITTER:	Kristin L. Yohannan		
SIGNATURE:	/s/ Kristin L. Yohannan		
DATE SIGNED:	09/01/2017		
Total Attachments: 5			
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SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT**, dated as of September 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement dated as of September 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

(i) all U.S. trademark and service mark registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto; provided that upon acceptance by the United States Patent and Trademark Office of an amendment to allege use or statement of use, such intent-to-use Trademark applicable shall be considered Trademark Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

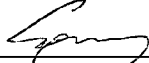
SECTION 6.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE SECOND PRIORITY REPRESENTATIVE PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED TO HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS FIRST LIEN COLLATERAL AGENT IN FAVOR OF THE SENIOR SECURED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT REFERRED TO BELOW), INCLUDING LIENS AND SECURITY INTERESTS GRANTED, IN CONNECTION WITH THE FIRST LIEN CREDIT AGREEMENT, DATED AS OF SEPTEMBER 1, 2017, AMONG HOLDINGS, THE CO-BORROWERS, THE LENDERS FROM TIME TO TIME PARTY THERETO, HSBC BANK PLC AS ADMINISTRATIVE AGENT, HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS COLLATERAL AGENT, THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, AS REVOLVER ADMINISTRATIVE AGENT AND THE OTHER PARTIES THERETO, AS FURTHER AMENDED, RESTATED, AMENDED AND RESTATED, EXTENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND PRIORITY REPRESENTATIVE HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF SEPTEMBER 1, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG, INTER ALIOS, HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS FIRST LIEN COLLATERAL AGENT, HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS SECOND LIEN COLLATERAL AGENT, HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS THE DESIGNATED SHARED COLLATERAL AGENT, HOLDINGS, THE CO-BORROWERS, AND THE OTHER PARTIES THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

[Remainder of page intentionally left blank]

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.

VIKING HOLDING COMPANY, LLC

By: 
Name: Graeme Halder
Title: President; Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED,
as Collateral Agent

By



Name:

Luke Ashby

Title:

Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
LÉMAN	85/904376	15-APR-2013	5032180	30-AUG-2016