

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITE CLARKE NORTH AMERICA INC.		11/10/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SANTANDER UK PLC, as Security Agent		
Street Address:	Santander House, 100 Ludgate Hill		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	EC4M 7RE		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2412005	CALMS	
Registration Number:	4278091	CALMS2	
Registration Number:	4278090	CALMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F173766		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	11/10/2017		
Total Attachments: 4			
source=White Clarke, Project Erebus, Executed Trademark Security Agreement#page1.tif			

OP \$90.00 2412005

source=White Clarke, Project Erebus, Executed Trademark Security Agreement#page2.tif
source=White Clarke, Project Erebus, Executed Trademark Security Agreement#page3.tif
source=White Clarke, Project Erebus, Executed Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of November 10, 2017 by WHITE CLARKE NORTH AMERICA INC. (the "**Grantor**") in favor of SANTANDER UK PLC, as security trustee for the Secured Parties ("**Security Agent**", which term shall include any person appointed as security trustee or as an additional trustee under the terms of the Intercreditor Agreement).

RECITALS:

A. WHITE CLARKE GROUP LIMITED (registered in England with company number 03435619) and WC BIDCO LIMITED, as borrowers, WC MIDCO LIMITED, WC BIDCO LIMITED, WHITE CLARKE GROUP HOLDINGS LIMITED and WHITE CLARKE GROUP LIMITED, as guarantors, the financial institutions and other parties thereto from time to time, as lenders, the Security Agent, as security agent, and ABBEY NATIONAL TREASURY SERVICES PLC and SILICON VALLEY BANK, as mandated lead arrangers, are party to a senior facilities agreement dated as of September 4, 2017 (as amended, supplemented, restated or replaced from time to time, the "**Senior Facilities Agreement**").

B. To secure the payment and performance of the debts, liabilities and obligations of the Obligors under or in connection with the Finance Documents, the Grantor has agreed to grant to the Security Agent (for its own benefit and for the benefit of the other Secured Parties) the security interests in Section 2 hereof with respect to its Trademark Collateral (as defined below) in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Grantor, the Grantor agrees with and in favour of the Security Agent (for its own benefit and for the benefit of the other Secured Parties) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Senior Facilities Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the debts, liabilities and obligations of each Obligor under the Finance Documents, hereby mortgages, pledges and hypothecates to Security Agent (for its own benefit and for the benefit of the other Secured Parties) a lien on and grants a security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor (the "**Trademark Collateral**"):

(a) all of its trademarks and all intellectual property rights and licenses providing for the grant by or to the Grantor of any right under any trademark, 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. General Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Security Agent pursuant to the general security agreement dated on or about the date hereof granted by the Grantor to the Security Agent (the "**General Security Agreement**"), and the 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 General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and intellectual property rights and licenses subject to a security interest hereunder.

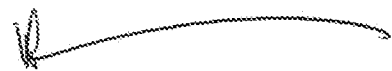
Section 5. Counterparts. Delivery of an executed signature page to this Trademark Security Agreement by the Grantor by facsimile or other electronic form of transmission shall be as effective as delivery by the Grantor of a manually executed copy of this Trademark Security Agreement by the Grantor. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Section 6. 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 Province of Ontario.

[Signature Pages Follow]

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

WHITE CLARKE NORTH AMERICA INC.
as Grantor

By: 
Name: PERRY SCANLON
Title: C.F.O.

Signature Page to Trademark Security Agreement -- White Clarke North America Inc.

TRADEMARK
REEL: 006202 FRAME: 0491

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Registered trade-marks and applications for trademark registrations:

Country	Trade-mark	Application No.	Application Date	Registration No.	Registration Date	Licensed to or by Grantor
Canada	CALMS	0,857,584	October 1, 1997	TMA515,832	August 31, 1999	N
Canada	CALMS ²	1,532,940	June 22, 2011	TMA833,990	October 10, 2012	N
Canada	CALMS	1,532,939	June 22, 2011	TMA833,989	October 10, 2012	N
European Union	CALMS ²	010320571	October 6, 2011	010320571	March 7, 2012	N
United States	CALMS	75/714,823	May 27, 1999	2,412,005	December 12, 2000	N
United States	CALMS ²	85/417,518	September 8, 2011	4,278,091	January 22, 2013	N
United States	CALMS	85/417,492	September 8, 2011	4,278,090	January 22, 2013	N
European Union	CALMS	010319747	October 6, 2011	010319747	March 7, 2012	N