

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455303

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M&G USA Corporation		12/20/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIMONT REAL ESTATE ADVISORS, LLC		
<b>Street Address:</b>	One Alliance Center 3500 Lenox Road #G1		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3525703	BICOPET	
<b>Registration Number:</b>	1094154	CLEARTUF	
<b>Registration Number:</b>	2811346	CLEARTUF MAX	
<b>Registration Number:</b>	2791444	REPETE	
<b>Registration Number:</b>	1864466	TRAYTUF	
<b>Registration Number:</b>	1498197	TRAYTUF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>			
<b>Phone:</b>	(312) 554-8000		
<b>Email:</b>	blc@pattishall.com, kep@pattishall.com		
<b>Correspondent Name:</b>	Bradley L. Cohn		
<b>Address Line 1:</b>	200 South Wacker Drive, Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5896		
<b>ATTORNEY DOCKET NUMBER:</b>	02772-023		
<b>NAME OF SUBMITTER:</b>	Bradley L. Cohn		
<b>SIGNATURE:</b>	/bradleycohn/		
<b>DATE SIGNED:</b>	12/20/2017		

CH \$165.00 3525703

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by **M&G USA CORPORATION** (the “**Grantor**”) in favor of **TRIMONT REAL ESTATE ADVISORS, LLC**, as collateral agent for the DIP Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is a party to a Pledge and Security Agreement dated as of December 20, 2017 (the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is 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 is hereby acknowledged, the Grantors hereby agrees with the Collateral Agent as follows:

### **SECTION. 1. Defined Terms**

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

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the DIP Secured Parties, a security interest in and continuing lien on, with the priority set forth in Section 2.18(a) of the Credit Agreement, all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all U.S. trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, brand names, logos and all other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (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, (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, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

For the avoidance of doubt, this Agreement is not to be construed as an assignment of any Trademark Collateral.

**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 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**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 DIP Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms 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. Termination**

Subject to Section 11 of the Pledge and Security Agreement, upon the full payment and performance of the Secured Obligations, the cancellation or termination of the Term Commitments, upon written request of the Grantor, the Collateral Agent shall (at the Grantor’s sole cost and expense) execute and deliver to the Grantor or otherwise authorize the filing of a document, in a form and substance reasonably satisfactory to the Collateral Agent, releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

**SECTION 5. Governing Law**

**EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN WITH RESPECT TO THE MORTGAGE, WHICH SHALL HAVE THE GOVERNING LAW AS PROVIDED FOR THEREIN) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

**SECTION 6. Counterparts**

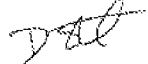
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature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

or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

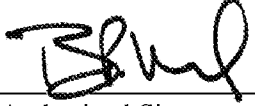
**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**M&G USA CORPORATION**

By:   
Name: Dennis Stogsdill  
Title: Chief Restructuring Officer

Accepted and Agreed:

**TRIMONT REAL ESTATE ADVISORS, LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Authorized Signatory

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
BICOPET	78601089	April 4, 2005	3525703	October 28, 2008
CLEARTUF	73146308	October 27, 1977	1094154	June 27, 1978
CLEARTUF MAX	76376635	February 28, 2002	2811346	February 3, 2004
REPETE	78206496	January 23, 2003	2791444	December 9, 2003
TRAYTUF	74471359	December 20, 1993	1864466	November 29, 1994
TRAYTUF	73692534	October 28, 1987	1498197	August 2, 1988