

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Softbox Systems Limited		12/22/2017	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited, as Security Agent		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87698113	AEON	
Serial Number:	87698065	SOFTBOX	
Registration Number:	3986073	SOFTBOX SILVERPOD	
CORRESPONDENCE DATA			
Fax Number:	2125086101		
<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:	(713) 221-3306		
Email:	docketing@bracewell.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
NAME OF SUBMITTER:	Theano Manolopoulou		
SIGNATURE:	/Theano Manolopoulou/		
DATE SIGNED:	12/22/2017		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of December 22, 2017 (this "Patent and Trademark Security Agreement") is made by and among Softbox Systems Limited, a limited liability corporation incorporated under the laws of England ("Grantor"), and GLAS Trust Corporation Limited, as security agent for the Lenders defined below (the "Security Agent").

Preliminary Statement

This Patent and Trademark Security Agreement is entered into in connection with that certain Senior Facilities Agreement dated as of December 22, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Facilities Agreement") among Softbox (Midco) Limited, a limited liability corporation incorporated under the laws of England (the "Company"), the Grantor and other subsidiaries of the Company, the Security Agent and certain financial institutions named therein as lenders (the "Lenders").

Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are parties to the patent and trademark licenses listed on Schedule 1 attached hereto and by this reference incorporated herein.

In connection with the Facilities Agreement, the Grantor entered into a Debenture dated December , 2017 (as amended or otherwise modified from time to time, the "Debenture") in favor of the Security Agent, pursuant to which the Grantor has granted to the Security Agent a first fixed charge over all rights, title and interest of the Grantor in and to certain property of Grantor including all Intellectual Property (as defined in the Facilities Agreement), including, without limitation, all rights, title and interest of Grantor, in, to, and under all now owned and hereafter acquired patents and trademarks (each as defined in the Debenture), set forth on Schedule 1 attached hereto, to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Debenture).

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to the Security Agent of a security interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including but not limited to all the property set forth as "Patents" on Schedule I hereto (those shown on such Schedule I as being owned by Edwin Tattam as of the Closing Date are being assigned by Edwin Tattam to Grantor pursuant to a Deed of Assignment of even date herewith to be filed in the register of patents and applications therefor administered by the U.S. Patent and Trademark Office along with this Agreement), and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items

described in clause (i), and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including but not limited to all of the property set forth as "Trademarks" on Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, (ii) the right to obtain all reissues, extensions or renewals of the foregoing, (iii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, and (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii), and to the extent applicable clause (iii); and

(c) all products and proceeds of the foregoing, including, without limitation, licenses, royalties income, payments, claims, damages and proceeds of infringement suits, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to herein, the patent or trademark registrations issued with respect to the patent or trademark applications referred to herein and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license.

This security interest is granted in conjunction with the security interests granted to the Security Agent pursuant to the Debenture. Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

GRANTOR:

SOFTBOX SYSTEMS LIMITED

By: R. Jones
Name: RICHARD JONES
Title: MANAGING DIRECTOR

By: _____
Name: _____
Title: _____

MWE
21/12/2017

SECURITY AGENT:

GLAS Trust Corporation Limited, as Security Agent

By: _____

Name: Iva Bardhi

Title: Transaction Manager

By: _____

Name:

Title:

**SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

Registered United States Patents

<u>DESCRIPTION</u>	<u>APPLICATION NO.</u>	<u>PUBLICATION NO.</u>	<u>FILING DATE</u>	<u>APPLICANT</u>	<u>INVENTOR(S)</u>	<u>STATUS</u>
Transport container	12/790,329	US9718608B2	05/28/2010	Softbox Systems Limited	Tattam, Edwin	Patented
Transport and Storage System	15/365,907	US201702038 75A1	11/30/2016	Softbox Systems Limited	Tattam, Edwin	Non Final Action Mailed
Temperature Control System	13/375,151	US201200720 46A1	05/29/2010	Softbox Systems Limited	Tattam, Edwin	Patented

Registered United States Trademarks & Trademark Applications

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>FILING/ REGISTRATION DATE</u>	<u>INTERNATIONAL CLASS</u>	<u>STATUS</u>
AEON & Design	US	87/698,113	11/27/2017	1, 6, 16, 17, 20, 21, 37, 39	Pending
SOFTBOX	US	87/698,065	11/27/2017	1, 6, 16, 17, 20, 21, 37, 39, 42	Pending
SOFTBOX SILVERPOD	US	77/421,034 3,986,073	03/13/2008 06/28/2011	16, 17, 20	Registered