

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUZOHAPP Americas LLC		04/10/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2805852	BILL PRO	
Registration Number:	1494028	COINCO	
Registration Number:	0791374	COINCO	
Registration Number:	5297277	COINCO	
Registration Number:	2400062	COINPRO	
Registration Number:	4632817	IRIS	
Registration Number:	4632913	IRIS	
Registration Number:	3442007	VANTAGE	
Registration Number:	2431785	CA COINCO	
Registration Number:	2431786	CA COINCO	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		

CH \$265.00 2805852

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	014951-1314
NAME OF SUBMITTER:	Scott Kareff (014951-1314)
SIGNATURE:	/kc for sk/
DATE SIGNED:	04/11/2018
Total Attachments: 3 source=Suzo--Fifth Amendment--Trademark Security Agreement (Execution Version)#page1.tif source=Suzo--Fifth Amendment--Trademark Security Agreement (Execution Version)#page2.tif source=Suzo--Fifth Amendment--Trademark Security Agreement (Execution Version)#page3.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 10, 2018, by SUZOHAPP Americas LLC, a Delaware limited liability company ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has become a party to a Pledge and Security Agreement, dated July 17, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows.]

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

SUZOHAPP AMERICAS LLC,
a Delaware limited liability company,
as Grantor

By: 

Name: Drew Scielzo

Title: Managing Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARKS

1. Registered Trademarks

Reg. No.	Mark	Reg Date
2805852	BILL PRO	13-Jan-04
1494028	COINCO	28-Jun-88
791374	COINCO	22-Jun-65
5297277	COINCO	26-Sep-17
2400062	COINPRO	31-Oct-00
4632817	IRIS	4-Nov-14
4632913	IRIS and Design	4-Nov-14
3442007	VANTAGE	3-Jun-08
2431785	CA COINCO & DESIGN	27-Feb-01
2431786	CA COINCO & DESIGN	27-Feb-01

2. Trademark Applications

None.