

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bighand Limited		07/03/2018	Limited Corporation: 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:	ECAM7JU		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3024258	BIGHAND	
CORRESPONDENCE DATA			
Fax Number:	2129183100		
<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:	2129183000		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Kevin Lee, Hogan Lovells US LLP		
Address Line 1:	875 3rd Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	161253.000011		
NAME OF SUBMITTER:	Kevin Lee		
SIGNATURE:	/KL/		
DATE SIGNED:	07/05/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2018, by the Grantor listed on the signature pages hereof (the “**Grantor**”), in favor of GLAS Trust Corporation Limited, in its capacity as security agent and trustee for the Beneficiaries (as defined in the Debenture (as hereinafter defined)), as secured party (in such capacity and together with any successors in such capacity, the “**Security Agent**”).

RECITALS

The Parent, BH Group Bidco Limited as the Original Borrower, the companies listed therein as Original Guarantors, the Security Agent, each of the Finance Parties and others have entered into that certain Facilities Agreement dated April 3, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Facilities Agreement**”).

The Grantor has, pursuant to the Facilities Agreement, irrevocably and unconditionally guaranteed the payment and performance of the Secured Sums (as defined in the Debenture).

It is a condition to (i) the obligations of the Lenders to make loans under the Facilities Agreement and (ii) the performance of the obligations of the Hedge Counterparties under the Hedging Agreements that the Grantor execute and deliver, as applicable, the Finance Documents, including that certain Debenture, dated as of 4 April 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Debenture**”), among the Grantor, the other grantors named therein from time to time, and the Security Agent.

Pursuant to the Debenture, the Grantor is required to execute and deliver to the Security Agent, for itself and for the Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Debenture.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the payment and performance in full of all the Secured Sums, whether now existing or arising hereafter, the Grantor hereby grants to the Security Agent, on behalf of itself and the Beneficiaries, a continuing security interest in and lien on all right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all of the trademarks and intellectual property licenses of trademarks to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of the foregoing or (ii) injury to the goodwill associated with the foregoing.

3. DEBENTURE. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent, on behalf of itself and the Beneficiaries, pursuant to the Debenture. The Grantor hereby acknowledges and affirms 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 Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Debenture, the Debenture shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different Parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

6. EFFECTIVENESS. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent. This Trademark Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.

7. ACKNOWLEDGEMENT AND CONSENT TO BAIL-IN OF EEA FINANCIAL INSTITUTIONS

Notwithstanding anything to the contrary in any Finance Document or in any other agreement, arrangement or understanding among any of the parties thereto, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Finance Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;

- (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Trademark Security Agreement or any other Finance Document; or
- (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

In this Section 7, the following terms have the meanings given to them below:

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

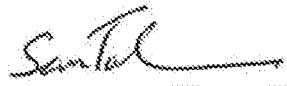
9. CONSTRUCTION. This Trademark Security Agreement is a Finance Document.

[signature pages follow]

Barings / Project Broadway / Trademark Security Agreement (BigHand Limited)


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

BIGHAND LIMITED,
as Grantor

By: 
Name: Sam Toulson
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

GLAS Trust Corporation Limited, as
Security Agent

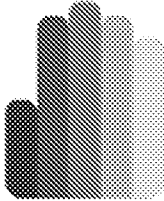
By: 
Name: ANNA JOYCE
Title: TRANSACTIONAL MANAGER

Barings / Project Broadway / Trademark Security Agreement (BigHand Limited)

TRADEMARK
REEL: 006372 FRAME: 0911

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Mark	Application/ Registration No.	App/Reg Date
BigHand Limited	United States of America	BIGHAND	RN:3024258 SN: 78097445	Filed: December 10, 2001 Registered: December 6, 2005
BigHand Limited	United States of America	Design Only 	RN:5278795 SN: 79192628	Filed: April 26, 2016 Registered: September 5, 2017 Int'l Reg Date: April 26, 2016

Trademark Licenses

None.

Barings / Project Broadway / Trademark Security Agreement (BigHand Limited)