

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trescal, Inc.		07/30/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Security Agent		
Street Address:	Millenaire IV, 35 rue de la Gare		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2485967	TAM	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	041134-0031		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	07/31/2018		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is entered into as of July 30, 2018 by and among Trescal, Inc., a Michigan corporation (“Trescal” or the “Grantor”) in favor of BNP Paribas, a *société anonyme* incorporated in France, (“BNP”) as security agent for the Secured Parties (in such capacity, the “Security Agent”).

Reference is made to that certain U.S. Pledge and Security Agreement, dated as of July 30, 2018 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Security Agreement”), among Trescal, the other grantors party there to and the Security Agent. The Lenders have extended credit to the Borrowers (as defined in the Facilities Agreement) subject to the terms and conditions set forth in that certain Senior Facilities Agreement, dated as of March 29, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Facilities Agreement”), by and among, amongst others, Talbot Participation S.A.S, a *société par actions simplifiée* incorporated in France, as original borrower and original guarantor, Talbot International S.A.S. a *société par actions simplifiée* incorporated in France, as parent and original guarantor, the Arrangers (as defined therein), the financial institutions party thereto as lenders (the “Lenders”), the Original Issuing Bank (as defined therein) and BNP as facility agent for the Finance Parties (as defined therein) and as security agent. Consistent with the Agreed Security Principles of the Facilities Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent 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. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

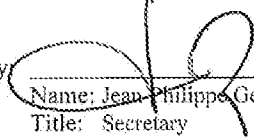
SECTION 4. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This IP 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. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement
as of the day and year first above written.

TRESCAL, INC.

By  _____
Name: Jean-Philippe Gelbert Maury
Title: Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE I - TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner Name	Security Interest
TAM	75786207	8/27/1999	2485967	9/4/2001	Live	Trescal, Inc. (a Michigan entity)	None

SCHEDULE II - PATENTS

None

SCHEDULE III - COPYRIGHTS

None