

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489282

<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>
FOURTH LIMITED		09/07/2018	Limited Liability Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB PRIVATE CREDIT INVESTORS LLC		
<b>Street Address:</b>	1345 AVENUE OF THE AMERICAS		
<b>Internal Address:</b>	38TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5258921	FOURTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	25178.002		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	09/10/2018		
<b>Total Attachments: 5</b>			
source=Trademark Security Agreement (executed 9_7_18)#page1.tif			
source=Trademark Security Agreement (executed 9_7_18)#page2.tif			

CH \$40.00 5258921

source=Trademark Security Agreement (executed 9\_7\_18)#page3.tif  
source=Trademark Security Agreement (executed 9\_7\_18)#page4.tif  
source=Trademark Security Agreement (executed 9\_7\_18)#page5.tif

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of September 7, 2018 between Fourth Limited, a limited liability company incorporated and registered under the laws of England and Wales (“**Grantor**”), and AB Private Credit Investors LLC, as agent and security agent for the Finance Parties (in such capacity, the “**Security Agent**”).

### RECITALS

- (A) NIMBUS ACQUISITIONS MIDCO 1 LIMITED, a limited liability company incorporated and registered under the laws of England and Wales (“**Parent**”), NIMBUS ACQUISITIONS TOPCO LIMITED, a company incorporated and registered under the laws of England and Wales, the Subsidiaries of Parent from time to time party thereto as Borrowers or as Guarantors, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and, collectively, as “**Lenders**”), Security Agent and the other parties thereto are parties to a Senior Facilities Agreement dated as of July 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of August 14, 2015, in favor of the Security Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

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

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

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, other than, in respect of Grantor, Excluded Assets of Grantor, Grantor hereby pledges and grants to the Security Agent, for its benefit and for the benefit of the Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Trademark Collateral**” means Grantor’s right, title and interest in, to and under all of the following property:

- (a) all Trademarks owned by Grantor referred to on Schedule I hereto (other than any Excluded Assets); and

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor. Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets, including, without limitation, any "intent to use" Trademark or service mark applications.

### **SECTION 3 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

### **SECTION 4 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

Fourth Limited  
as Grantor

A handwritten signature in black ink, appearing to read "B. Hood", is written over a horizontal dotted line. The signature is stylized and cursive.

By: Name: BEN HOOD  
Title: DIRECTOR

*[Project Nimbus -- Signature Page to the Trademark Security Agreement]*

**ACCEPTED AND AGREED:**

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Security Agent

By: 

Name: Shishir Agrawal  
Title: Managing Director

*[Project Nimbus – Signature Page to the Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006433 FRAME: 0847**

**SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

**U.S. Trademarks**

<b>Grantor</b>	<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
Fourth Limited	Service Mark	5,258,921	Aug. 08, 2017