

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492506

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900464291		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access UK Limited		07/20/2018	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Intermediate Capital Group plc		
Street Address:	100 St. Paul's Churchyard		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 8BU		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87683943	THANKQ CRM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	888.315.0732		
Email:	officeactions@norvellip.com		
Correspondent Name:	Joseph V. Norvell		
Address Line 1:	P.O. Box 2461		
Address Line 2:	Norvell IP llc		
Address Line 4:	Chicago, ILLINOIS 60690		
ATTORNEY DOCKET NUMBER:	13784-3		
DOMESTIC REPRESENTATIVE			
Name:	Joseph V. Norvell		
Address Line 1:	P.O. Box 2461		
Address Line 2:	Norvell IP llc		
Address Line 4:	Chicago, ILLINOIS 60690		
NAME OF SUBMITTER:	Joseph V. Norvell		

SIGNATURE:	/Joseph V. Norvell/
DATE SIGNED:	10/03/2018

Total Attachments: 26

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Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 20 July 2018

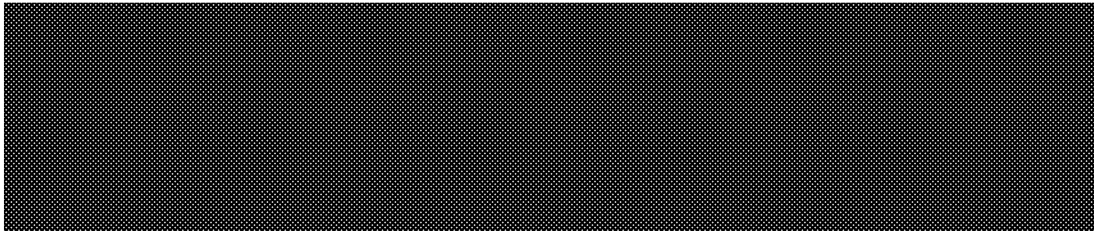
BETWEEN:

- (1) The Companies listed in schedule 1 hereto as new chargors (the "New Chargors"); and
- (2) Intermediate Capital Group plc as security trustee for itself and the other Secured Parties (the "Security Agent").



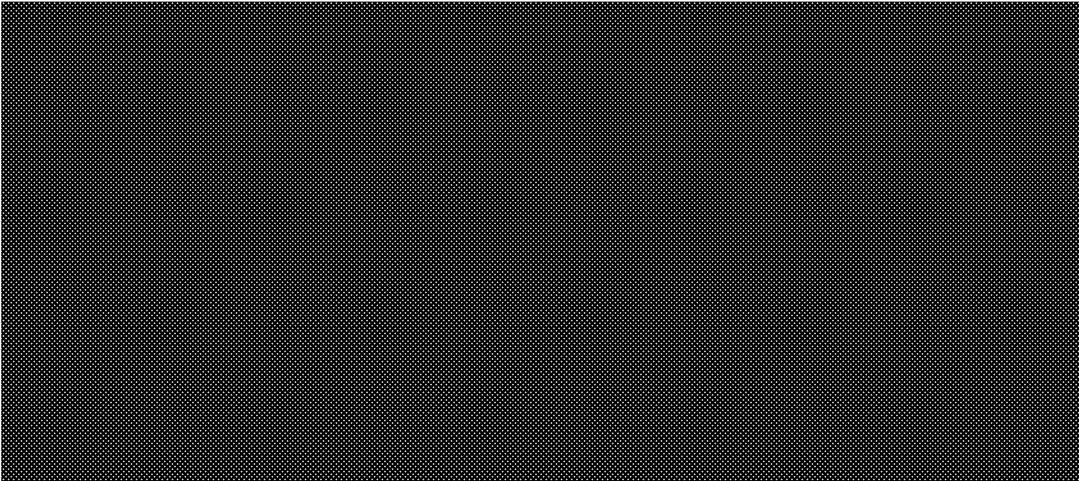
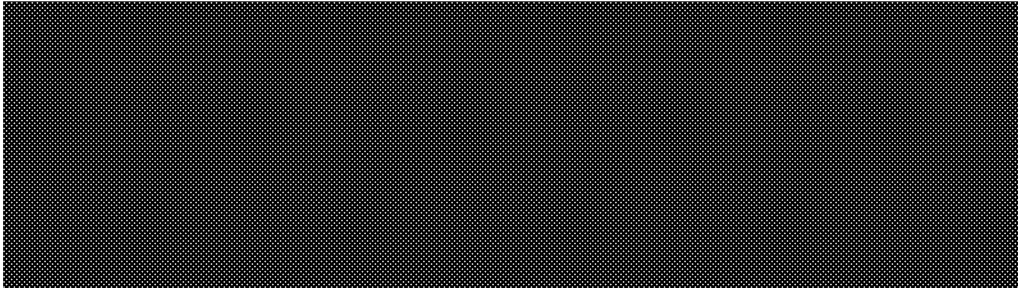
2.3 Fixed Charges

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:





(vii) all Material Intellectual Property (including as specified in schedule 5 (Material Intellectual Property));



2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

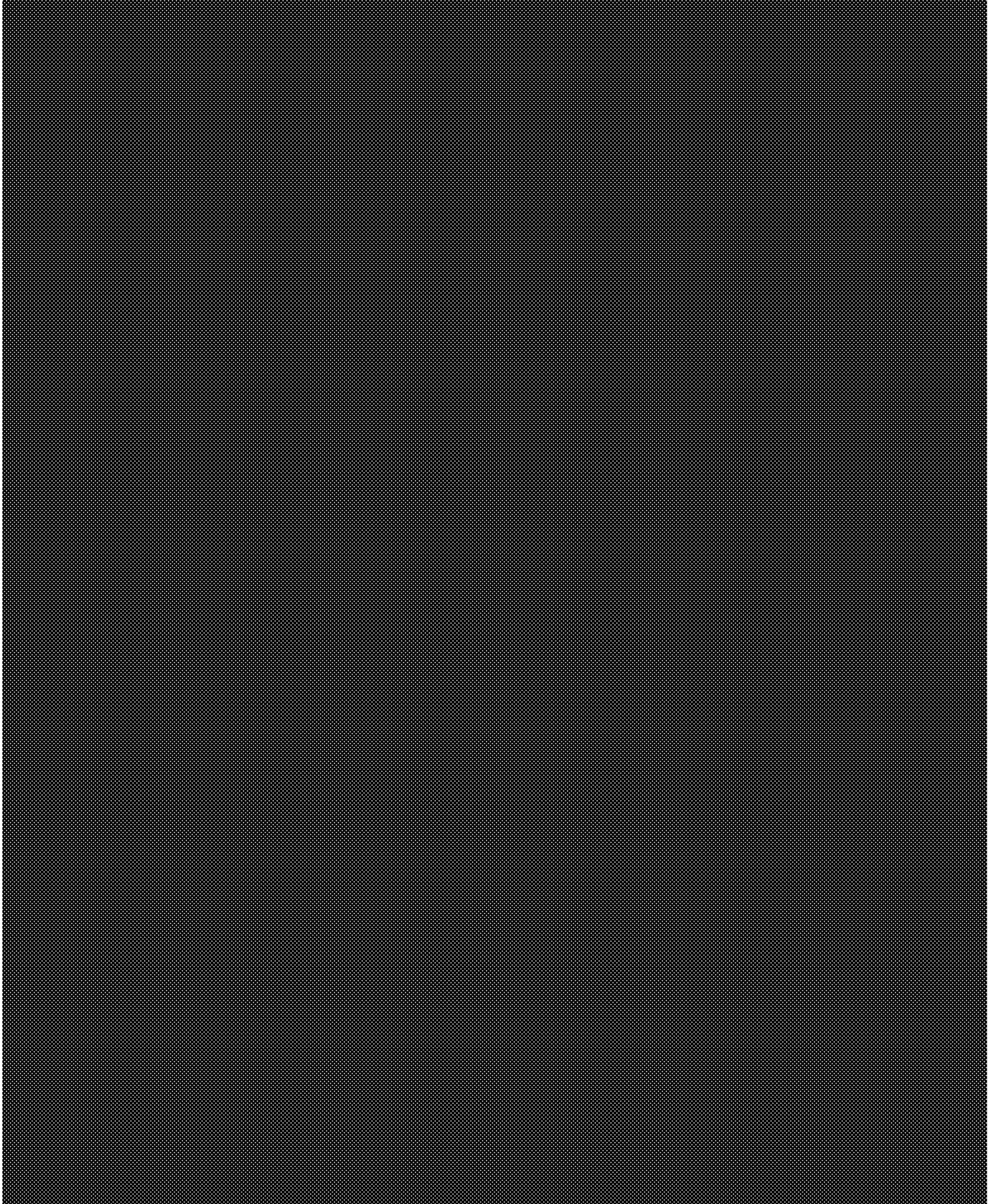
2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

PAGES 3 - 11 OF THIS SECURITY ACCESSION
DEED ARE COMPLETELY REDACTED TO OMIT
SENSITIVE INFORMATION

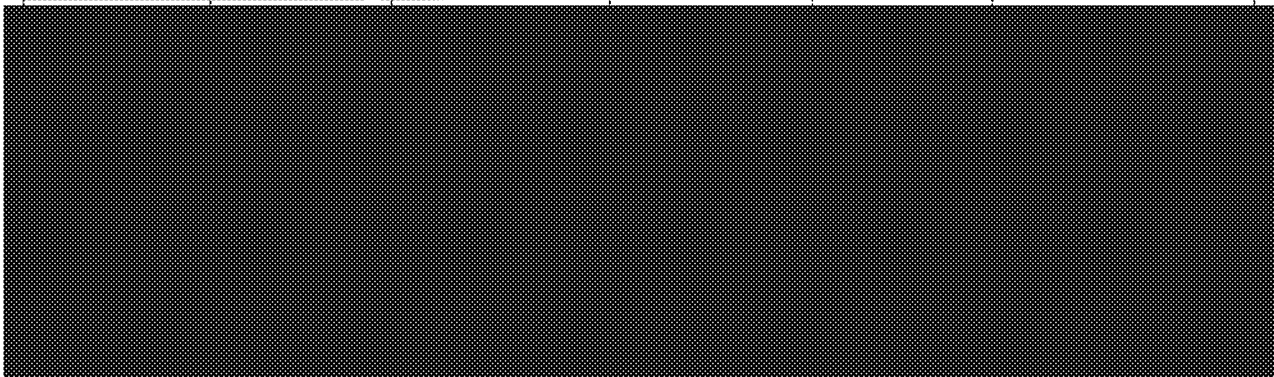
SCHEDULE 5

Material Intellectual Property





United States of America	pending	Access UK Ltd	87/683943		thankQ CRM
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ACCESSION DEED ARE COMPLETELY
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SIGNATORIES TO DEED OF ACCESSION



Signature Page to the Security Accession Deed

PAGES 19 - 24 OF THIS SECURITY
ACCESSION DEED ARE COMPLETELY
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INFORMATION

Executed as a deed by
ACCESS UK LIMITED:

)
)
)
)



Signature of director

Name of director Steve Blundell

Signature of witness 

Name of witness Grace Kelly

Address of witness Travers Smith UP 10

..... Snow Hill, London

..... ECIA 2AL

Occupation of witness Trainee Solicitor

Notice Details

Address:

Facsimile:

Attention:

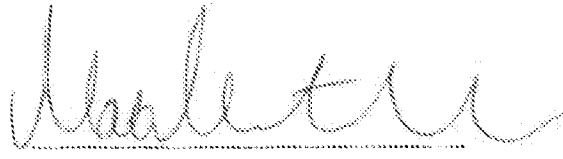
Signature Page to the Security Accession Deed

PAGES 26 - 29 OF THIS SECURITY
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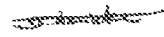
The Security Agent

Signed for and on behalf of
**INTERMEDIATE CAPITAL GROUP
PLC:**

)
)
)
)

A handwritten signature in cursive script, appearing to read 'M. A. ...', written over a horizontal dotted line.

Name:

A handwritten name in cursive script, appearing to read 'M. A. ...', written below the 'Name:' label.

Notice Details

Address:

Facsimile:

Attention:

Signature Page to the Security Accession Deed



EXECUTION VERSION

Debenture

Armstrong Midco Limited as Parent
and the other companies listed in schedule 1

and

Intermediate Capital Group plc
as Security Agent

Note: the application of recoveries under this debenture is regulated
by the terms of the Intercreditor Agreement

22 June 2018

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THIS DEED is made on 22 June 2018

BETWEEN:

- (1) **ARMSTRONG MIDCO LIMITED** (a limited liability company incorporated in England and Wales with registered number 11279285) (the "**Parent**");
- (2) **THE COMPANIES** listed in schedule 1 (Chargors); and
- (3) Intermediate Capital Group plc as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

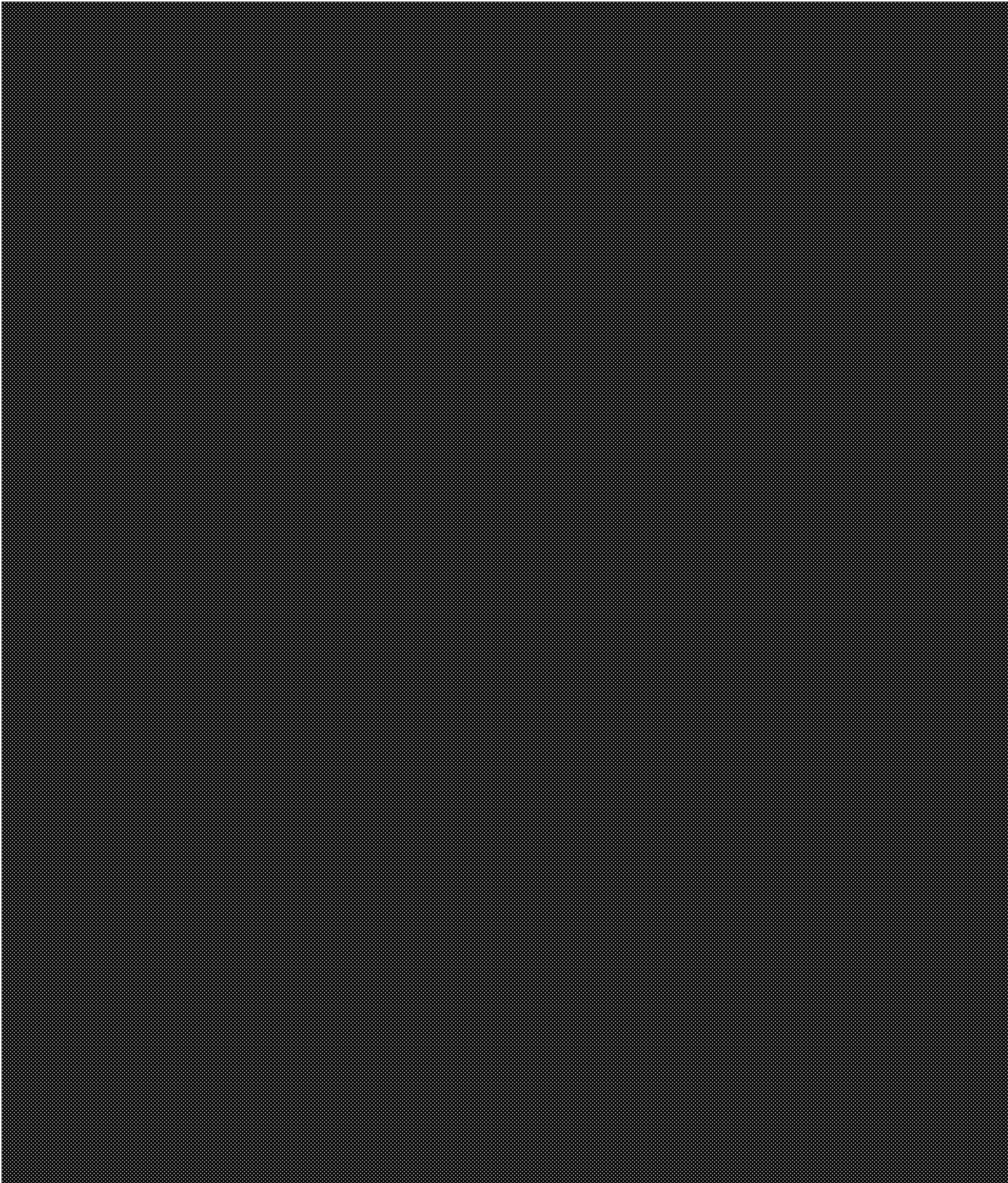


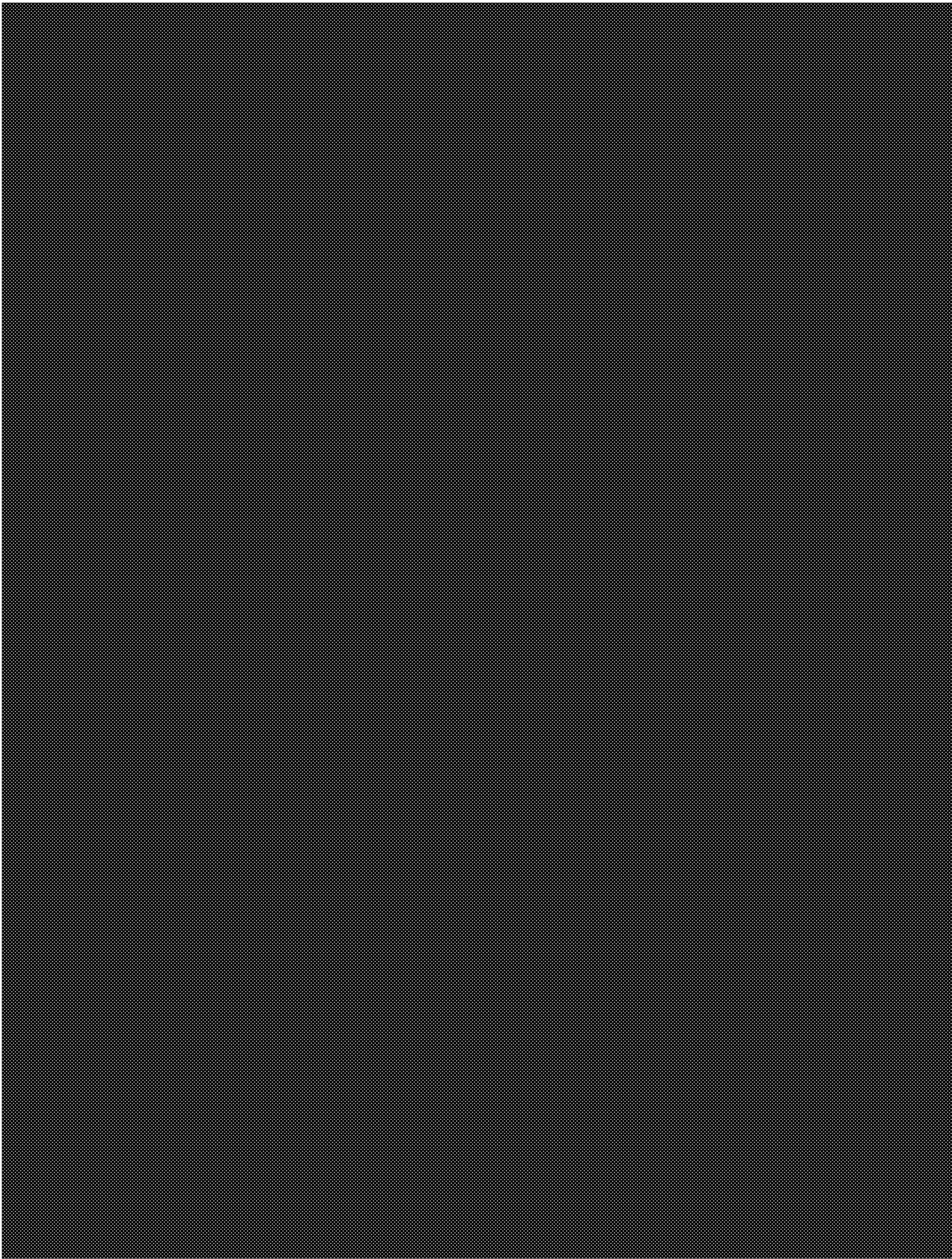


"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 6 (Material Intellectual Property) or in any Security Accession Deed;



"Material Intellectual Property" means any Intellectual Property which is material and necessary to the carrying out of the business of the Group;





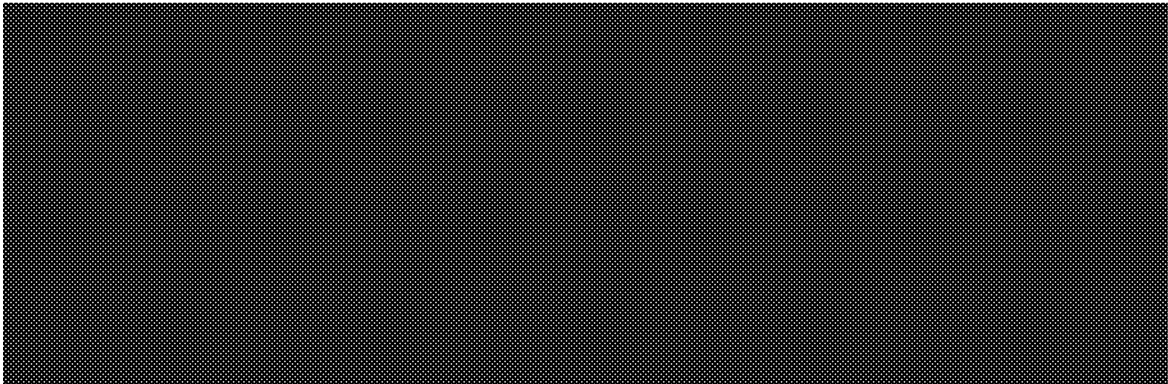


3. **CHARGING CLAUSE**

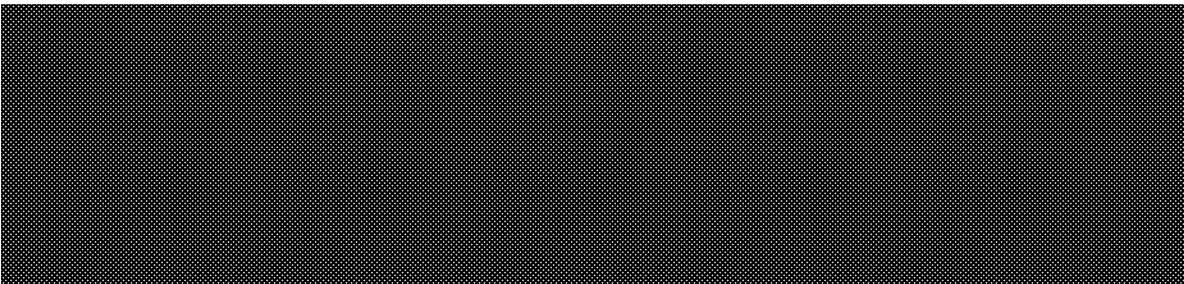
3.1 **Fixed Charges**

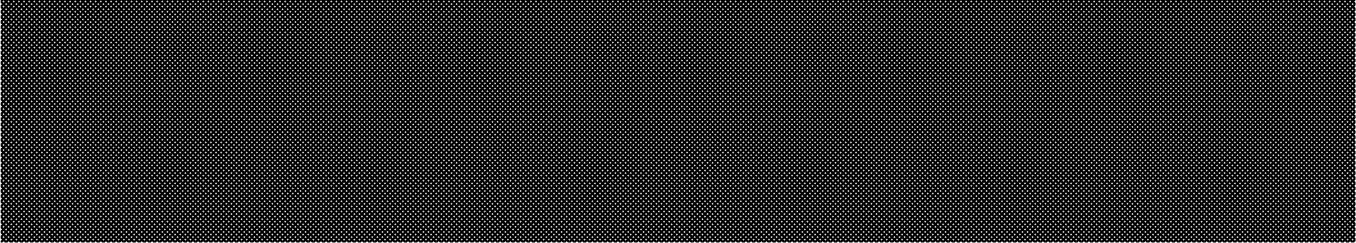
Each Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property; and
- (b) by way of first fixed charge:



- (vii) all Material Intellectual Property;






3.3 Fixed Security

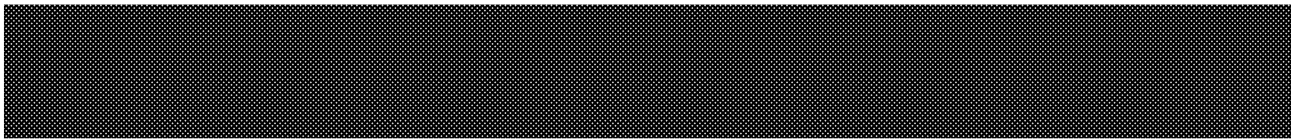
Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.4 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment).



PAGES 8 - 24 OF THIS DEBENTURE ARE
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IN WITNESS whereof this deed has been duly executed and delivered on the above date first written.

PAGES 26 - 30 OF THIS DEBENTURE ARE
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SCHEDULE 6

Material Intellectual Property

Chargor	Description of IP	Registration number
None as at the date of this deed.	n/a	n/a

PAGES 32 - 45 OF THIS DEBENTURE ARE
COMPLETELY REDACTED TO OMIT
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SIGNATORIES TO DEBENTURE



Security Agent

INTERMEDIATE CAPITAL GROUP PLC

By:

Name:  Andreas Klein / Steven Osborne

Title: Attorney

Address: Juxon House
100 St Paul's Churchyard
London, EC4M 8BU