

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498077

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 1 to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asprey Holdings Limited		09/28/2018	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gordon Brothers Finance Company, as Agent		
<b>Street Address:</b>	800 Boylston Street, 27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87624858	167 NEW BOND STREET - LONDON	
<b>Registration Number:</b>	5176497	· IT · CAN · BE · DONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
	<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Robin Riley		
<b>SIGNATURE:</b>	/Robin Riley/		
<b>DATE SIGNED:</b>	11/14/2018		
<b>Total Attachments: 6</b>			
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[Execution]

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), made as of September 28, 2018, by and between Asprey Holdings Limited, a private company organized under the laws of England and Wales with registered number 00103844 (the "Grantor"), and Gordon Brothers Finance Company, a Delaware corporation, in its capacity as agent (in such capacity, "Agent"), for itself and the Secured Parties.

WITNESSETH:

WHEREAS, Agent and the lenders from time to time thereto (the "Lenders") have made certain loans to AIL Finance Corporation Ltd., an exempted company incorporated under the laws of the Cayman Islands with registration number 258333 ("AIL Finance"), Asprey London Limited, a private company organized under the laws of England and Wales ("Asprey UK"), Asprey Limited, a New York corporation ("Asprey US", and together with AIL Finance and Asprey UK, each individually a "Borrower" and collectively, "Borrowers") as set forth in the Amended and Restated Credit Agreement, dated as of May 29, 2015, by and among Borrowers, Grantor and the guarantors from time to time party thereto (together with Grantor, individually, a "Guarantor" and collectively, "Guarantors"), Lenders and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Grantor has granted to Agent (for itself and the benefit of Secured Parties) a continuing security interest in the Trademark Collateral as described in the Trademark Security Agreement, dated as of May 29, 2015, by and between Grantor and Agent (as supplemented hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement"), including, without limitation, all of Grantor's then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor, recorded with the Trademark Division of the United States Patent and Trademark Office on June 18, 2015, at Reel/Frame 5563/0524;

WHEREAS, in addition to being the owner of the entire right, title and interest in and to the Trademark Collateral, Grantor has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the Trademarks described in Schedule A hereto and made a part hereof (collectively, the "Additional Trademarks");

WHEREAS, pursuant to the terms of the Trademark Security Agreement, Grantor has granted a security interest in the Additional Trademarks to Agent, as provided by the terms and conditions of the Trademark Security Agreement;

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein (including in the recitals) have the meanings given to them in the Trademark Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Credit Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Supplement to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, (i) Schedule I to the Trademark Security Agreement is hereby amended and supplemented to include, in addition and not by way of limitation, the Additional Trademarks, (ii) all references to the term "Trademarks" in the Trademark Security Agreement or the Security Agreement are hereby amended to include, in addition and not in limitation, the Additional Trademarks, and (iii) all reference to the term "Trademark Collateral" in the Trademark Security Agreement and the Security Agreement are hereby amended to include, in addition and not in limitation, the Additional Trademark Collateral (as defined in Schedule A to this Supplement). The security interests granted pursuant to this Supplement and the Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Supplement and the Security Agreement, the Security Agreement shall control.

(b) Grantor hereby confirms, reaffirms and restates the prior grant, assignment and pledge to Agent pursuant to the Trademark Security Agreement of, and hereby grants to Agent (for itself and the benefit of Secured Parties) and to Agent (for the benefit of the Security Trustee pursuant to the Security Trust Deed), to secure the Secured Obligations, a continuing security interest in Grantor's right, title and interest in and to the Additional Trademark Collateral. The "Additional Trademark Collateral" has the meaning set forth on Schedule A hereto.

3. Effect of this Supplement. The reference to the term "Code" in Section 2(c) of the Trademark Agreement is hereby replaced with the term "UCC". Except as expressly amended and supplemented pursuant hereto, no other changes or modifications to the Trademark Security Agreement or Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement and the Security Agreement are hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Supplement conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Supplement shall control. This Supplement and the Trademark Security Agreement shall be read and construed as one agreement. This Supplement shall constitute a Loan Document.

4. Counterparts. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed and delivered as of the day and year first above written.

GRANTOR:

ASPREY HOLDINGS LIMITED

By: \_\_\_\_\_

Name:  
Title:

A handwritten signature in black ink, consisting of a vertical line with a loop at the bottom and a horizontal stroke across the middle.

ACCEPTED AND ACKNOWLEDGED:

AGENT:

GORDON BROTHERS FINANCE COMPANY

By:

Name:

Title:

*[Handwritten Signature]*  
*William G. Galloway*  
*Vice President*

SCHEDULE A  
to  
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

ADDITIONAL TRADEMARKS

	Owner	Trademark	Serial Number	Application Date	Registration Number	Registration Date
1.	Asprey Holdings Limited	PURPLE WATER	79044753	09/19/2007	3540487	12/02/08
2.	Asprey Holdings Limited	ASPREY	79109811	12/22/11	4259788	12/18/12
3.	Asprey Holdings Limited	ASPREY	79055978	02/28/08	3651351	07/07/09
4.	Asprey Holdings Limited	167 NEW BOND STREET - LONDON	87624858	09/27/17	N/A	N/A
5.	Asprey Holdings Limited	IT CAN BE DONE	87196021	10/07/16	5176497	04/04/17
6.	Asprey Holdings Limited	ASPREY	79211861	02/27/17	N/A	N/A
7.	Asprey Holdings Limited	ENTHEUS	79194547	06/10/16	5229994	06/27/17

The "Additional Trademark Collateral" means

(a) all of the Additional Trademarks referred to on this Schedule A to this Supplement and any Trademark Intellectual Property Licenses with respect to such Additional Trademarks to which Grantor is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Additional Trademark and any Trademark Intellectual Property Licenses with respect to such Additional Trademarks to which Grantor is a party; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Additional Trademark or any Additional Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Additional Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License with respect to such Additional Trademarks.