

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERIDIENNE INTERNATIONAL, INC.		03/12/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED, as Security Agent		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC4M 7JU		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5551736	ATLANTIC	
Registration Number:	4160595	COLORFALLS	
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 North Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	060964-0001		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	03/12/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of March 12, 2019, is entered into by and among the Person listed on the signature pages hereof (the “Grantor”), and GLAS TRUST CORPORATION LIMITED, as security trustee for the Secured Parties (in such capacity, together with its successors in such capacity, the “Security Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the PLEDGE AND SECURITY AGREEMENT, dated as of December 15, 2017 (the “Pledge and Security Agreement”), by and among the Grantor, the other “Grantors” party thereto and the Security Agent.

B. Pursuant to the Pledge and Security Agreement, the Grantor has agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the Liens granted under the Pledge and Security Agreement to the Security Agent in the Grantor’s United States registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

Accordingly, the Security Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest and continuing lien in all of the Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate

counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with the Facilities Agreement.

[signature page follows]

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

MERIDIENNE INTERNATIONAL, INC.,
as Grantor

By:  _____

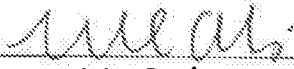
Name:

Title: Birgit Kempe-Heeger

CFO

[Signature Page to Trademark Security Agreement]

GLAS TRUST CORPORATION LIMITED,
as Security Agent

By: 
Name: John Sealy
Title: Transaction Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO THE
TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Status</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
Meridienne International, Inc.	United States	Registered	Atlantic & Logo	87417027	5551736
Meridienne International, Inc.	United States	Registered	COLORFALLS	85446398	4160595