

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urner Barry Publications, Inc.		08/13/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ARES MANAGEMENT LIMITED		
Street Address:	20 Farringdon Street, 8th floor		
Internal Address:	c/o Tmf Group		
City:	London		
State/Country:	PENNSYLVANIA		
Postal Code:	EC4A 4AB		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1272147	COMTELL	
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:	2159944000		
Email:	trademarks@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
DOMESTIC REPRESENTATIVE			
Name:	Dechert LLP		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Noah Shier, New York Bar Member		
SIGNATURE:	/Noah Shier/		

CH \$40.00 1272147

DATE SIGNED:	08/16/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this August 13, 2019, by and among Uner Barry Publications, Inc., a New Jersey corporation (the “**Grantor**”) and **ARES MANAGEMENT LIMITED**, as security trustee for the Secured Parties (in such capacity, together with its successors and assigns in such capacities, the “**Security Agent**”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Facilities Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, Mills Midco Limited, a company incorporated and registered in England and Wales with company number 11992523 whose registered office is 10 New Burlington Street, 6th Floor, London W1S 3BE (the “**Parent**”), the Original Borrowers, the Original Guarantors, the Arrangers, the Original Lenders, the Agent and the Security Agent, have entered into a Facilities Agreement, dated as of May 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Facilities Agreement**”);

WHEREAS, in connection with the Facilities Agreement, certain Subsidiaries of the Parent, including the Grantor, have entered into the Security Agreement, dated as of August 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Security Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges and collaterally assigns to the Security Agent, and hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks and Trademark Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks and the Trademark Licenses referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Security Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Security Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the 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 Agreement and the Security Agreement, the Security Agreement shall control. The provisions of Section 7.02 (Notices), Section 7.06 (Severability), Section 7.04 (Set-Off), Section 7.07 (Section Headings), Section 7.10 (Submission to Jurisdiction; Waivers; Acknowledgments; Etc.) and Section 7.14 (Intercreditor Agreement) of the Securities Agreement shall be incorporated by reference herein mutatis mutandis.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. The Grantor hereby authorizes the Security Agent unilaterally to modify this Agreement by amending Schedule I to include any new Trademark rights or Trademark Licenses of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule I. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified, other than to the expressly provided for herein, except in writing by each of the parties hereto.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified, other than as expressly provided for herein, except in writing by each of the parties hereto.

6. TRANSACTION SECURITY DOCUMENT. This Agreement shall be deemed and shall be a Transaction Security Document for all purposes of the Facilities Agreement and the other Finance Documents. The provisions of Clauses 19 (Other Indemnities) and 21 (Costs and expenses) of the Facilities Agreement shall be incorporated by reference herein mutatis mutandis.

7. CONSTRUCTION. The rules of construction specified in Clauses 1.2 (Construction) and 1.3 (Currency symbols and definitions) of the Facilities Agreement also apply to this Agreement.

8. GOVERNING LAW. **THIS 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, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**URNER BARRY PUBLICATIONS,
INC.**, a New Jersey corporation

By: 

Name: Rupert Levy

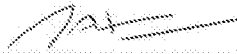
Title: Chief Financial Officer

{Signatures Page to Trademark Security Agreement}

**TRADEMARK
REEL: 006722 FRAME: 0040**

SECURITY AGENT:

ARES MANAGEMENT LIMITED,
as Security Agent

By: 
Name: John Atherton
Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006722 FRAME: 0041

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications:

Country	Mark	Status	Goods and Services	Owner
US-13 USPTO	COMTELL	App 18-OCT-1982 App 73400223 Reg 27-MAR-1984 Reg 1272147 Renewed (Registered) USPTO Status: Registered and renewed USPTO Status Date: 12-SEP-2013	38 INT. CL. 38 PROVIDING CONTINUOUSLY UPDATED COMMODITY PRICING INFORMATION VIA COMPUTER [AND SATELLITE]	URNER BARRY PUBLICATIONS, INC. NEW JERSEY CORPORATION P.O. BOX 389 TOMS RIVER, NEW JERSEY, 08753

Trademark Licenses:

None.