

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement-Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FoundationIP, LLC		12/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3255180	FOUNDATIONIP PART OF THE CPA GROUP	
Registration Number:	2730627	FOUNDATIONIP	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1812		
NAME OF SUBMITTER:	Samantha J. Himelman		

CH \$65.00 3255180

Signature:	/sjh/
Date:	01/21/2014
Total Attachments: 6 source=FoundationIPSLTrademarks#page1.tif source=FoundationIPSLTrademarks#page2.tif source=FoundationIPSLTrademarks#page3.tif source=FoundationIPSLTrademarks#page4.tif source=FoundationIPSLTrademarks#page5.tif source=FoundationIPSLTrademarks#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, FoundationIP, LLC, a Delaware limited liability company (herein referred to as the “Grantor”) owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Wilmington Trust, National Association, as administrative agent, are parties to a Second Lien Credit Agreement dated December 3, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to (i) a Second Lien U.S. Security Agreement dated as of December 3, 2013 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) entered into between, among others, the Grantor and Wilmington Trust, National Association, as Administrative Agent (the “Administrative Agent”, which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Administrative Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Administrative Agent’s name, from time to time, in the Administrative Agent’s discretion, so long as any Acceleration Event (as defined in the Security

Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 3rd day of December, 2013.

FOUNDATIONIP, LLC,
as Grantor

By: William F. Fagan
Name: William Fagan
Title: Directors / Authorized Signatory

[Signature Page to Second Lien IPSA Supplement for Trademarks]

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: **Joshua G. James**
Title: **Assistant Vice President**

[Signature Page to Second Lien IPSA Supplement for Trademarks]

TRADEMARK
REEL: 005197 FRAME: 0676

SCHEDULE 1**TRADEMARK REGISTRATIONS**

<u>Country</u>	<u>Trademark number</u>	<u>Mark & Class</u>	<u>Current recorded owner</u>	<u>Expiration Date</u>
Australia	1114991	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	22 May 2016
Korea	41-2006-17650	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	22 May 2016
Mexico	791532	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	22 May 2016
USA	3255180	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	26 June 2017
USA	2730627	FOUNDATIONIP (Wordmark) 09	FoundationIP, LLC	24 June 2013
USA	3255180	FOUNDATIONIP PART OF CPA GROUP Design Logo 42	FoundationIP, LLC	26 June 2017
China	5444948	FOUNDATIONIP PART OF CPA GROUP Design Logo 42	FoundationIP, LLC	06 June 2020

**SCHEDULE 2
EXCEPTIONS**