

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radius (USA), Inc.		06/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lloyds Bank plc		
Street Address:	150 Fountainbridge, 1st Floor		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH3 9PE		
Entity Type:	Banking Association: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3052758	HSP OVERSEAS DIRECT	
Registration Number:	3075345	HIGH STREET PARTNERS	
Registration Number:	3842385	HSP OVERSEASCONNECT	
Registration Number:	4517356	HIGH STREET PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	370621-15		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	06/02/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of the June 2, 2014 by and between Lloyds Bank plc, as security trustee for the Secured Parties (in such capacity, the “**Security Agent**”) and Radius (USA), Inc., a Delaware corporation (“**Grantor**”).

RECITALS

A. Security Agent and Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Radius Debtco Limited (f/k/a Nair & Co Debtco Limited) (“**Borrower**”) in the amounts and manner set forth in that certain Facilities Agreement dated as of April 24, 2014 by and among Security Agent, Agent, Arranger and the Lenders, Borrowers, and Guarantors a party thereto from time to time (as amended, restated, or otherwise modified from time to time, the “**Facilities Agreement**”) and that certain Group Debenture dated as of April 24, 2014 by and among Security Agent and the Chargors (as defined therein) a party thereto from time to time (as amended, restated, or otherwise modified from time to time, the “**Debenture**,” and together with the Facilities Agreement and the Finance Documents, the “**UK Loan Documents**”); capitalized terms used but not otherwise defined herein shall have the meanings as defined in the Facilities Agreement. In consideration of the agreement of Security Agent and Lenders to extend credit and make other financial accommodations to Borrower under the Finance Documents, Grantor has executed the Accession Deed pursuant to which Grantor agrees to become an Additional Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents (other than the Intercreditor Agreement) as an Additional Guarantor, including by granting to Security Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the Secured Obligations (as defined in the Intercreditor Agreement) of Grantor under the Finance Documents.

B. Pursuant to the terms of the UK Loan Documents, Grantor has granted to Security Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in that certain Security Agreement entered into between Security Agent and Grantor dated as of June 2, 2014, as amended, restated, or otherwise modified from time to time, the “**Security Agreement**”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt payment and performance of the Secured Obligations under the Finance Documents, Grantor and Security Agent agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Secured Obligations under the Finance Documents, Grantor grants and pledges to Security Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property that constitutes Collateral (as defined in the Security Agreement; all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following, to the extent constituting Collateral (as defined in the Security Agreement):

(a) Any and all copyright rights, copyright applications and copyright registrations in any work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter owned or acquired, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter owned or acquired;

(c) Any and all design rights that Grantor now or hereafter owns or acquires;

(d) All patents and patent applications including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and other indicia of origin, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, except, in each case, for any United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto (collectively, the "**Trademarks**");

(f) All mask works rights for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said infringement of the intellectual property rights identified above;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(i) All proceeds and products of the foregoing payable to Grantor in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Security Agent.

3. Authorization. Grantor hereby authorizes Security Agent (acting reasonably) to (a) request Grantor's consent (acting reasonably) to amend the exhibits to this Agreement to include Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing any mutually agreed amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the UK Loan Documents. The provisions of the UK Loan Documents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Security Agent with respect to the Intellectual Property Collateral are as provided by the UK Loan Documents (including the Security Agreement and related UK Loan Documents), and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RADIUS (USA), INC. (f/k/a HSP
International, Inc.)

By: Lawrence Harding

Title: President

SECURITY AGENT:

LLOYDS BANK PLC

By: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

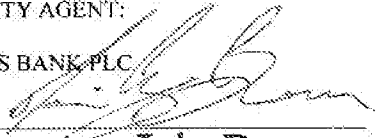
GRANTOR:

RADIUS (USA), INC. (f/k/a HSP
International, Inc.)

By: _____
Title: _____

SECURITY AGENT:

LLOYDS BANK PLC


By: _____ **Iain Brown**
Title: _____ **Associate Director**

[Signature page to Intellectual Property Security Agreement]

WEST 2481 72993
370621-000015

TRADEMARK
REEL: 005294 FRAME: 0065

EXHIBIT A

Registered or Applied for Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Issued or Applied for Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Registered or Applied for Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HSP OVERSEAS DIRECT	3052758	01/31/2006
HIGH STREET PARTNERS	3075345	04/04/2006
HSP OVERSEASCONNECT	3842385	08/31/2010
HIGH STREET PARTNERS	4517356	04/22/2014

EXHIBIT D

Registered or Applied for Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.