

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Pledge of Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Greenery B.V.		09/05/2014	LIMITED LIABILITY COMPANY: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING Bank N.V.		
<b>Street Address:</b>	Bijlmerplein 888		
<b>City:</b>	1102 MG Amsterdam		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	0		
<b>Entity Type:</b>	CORPORATION: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2119093	STAR LABEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7083838897		
<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>	708-383-8801		
<b>Email:</b>	docket@merz-law.com, jwidmer@merz-law.com		
<b>Correspondent Name:</b>	Mary Catherine Merz		
<b>Address Line 1:</b>	1010 Lake Street, Suite 400		
<b>Address Line 4:</b>	Oak Park, ILLINOIS 60301-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	24001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Mary Catherine Merz		
<b>Address Line 1:</b>	1010 Lake Street, Suite 400		
<b>Address Line 4:</b>	Oak Park, ILLINOIS 60301-1135		
<b>NAME OF SUBMITTER:</b>	Mary Catherine Merz		
<b>SIGNATURE:</b>	/Mary Catherine Merz/		
<b>DATE SIGNED:</b>	10/01/2014		
<b>Total Attachments: 4</b>			

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5 SEPTEMBER

DECLARATION DATED    ~~AUGUST~~ 2014 OF

**PLEDGE OF TRADE MARKS**

1. **THE GREENERY B.V.**, a private company with limited liability incorporated under Dutch law, with its corporate seat in The Hague, the Netherlands and its office address at Spoorwegemplacement 1, 2991VT Barendrecht, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under file number: 16086757 (the **Security Provider**)

and

2. **ING BANK N.V.**, a public company with limited liability incorporated under Dutch law, with its corporate seat in Amsterdam, the Netherlands and its main office address at Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under file number: 33031431 (the **Security Agent**);

(hereafter collectively: the **Parties**)

**HEREBY DECLARE THAT:**

1. **Definitions**

In this declaration:

- (a) **First Security Document** shall mean the security agreement dated 17 March 2014 made between, amongst others, the Security Provider and the Security Agent.
- (b) **Guarantee and Parallel Debt Agreement** shall mean the guarantee and parallel debt agreement originally dated 19 February 2014, between, among others, the Security Provider and the Security Agent as amended pursuant to an amendment and restatement agreement dated 30 May 2014.
- (c) **Register** shall mean the United States Patent and Trade Mark Office.
- (d) **Second Security Document** shall mean the security agreement dated 4 April 2014 made between, amongst others, the Security Provider and the Security Agent.
- (e) **Security Documents** shall mean the First Security Document, the Second Security Document and the Third Security Document collectively.
- (f) **Third Security Document** shall mean the security agreement dated 9 April 2014 made between, amongst others, the Security Provider and the Security Agent.
- (g) **Trade Marks** shall mean:
  - (i) the trade marks to which the Security Provider is entitled as specified in Schedule 1 (Trade Marks); and

- (ii) any other present or future trade marks to which the Security Provider is or will become entitled.

**2. Pledges on Trade Marks**

- (a) Under the First Security Document the Security Provider, among other things, created a first ranking right of pledge over its Trade Marks in favour of the Security Agent.
- (b) Under the Second Security Document the Security Provider, among other things, created a second ranking right of pledge over its Trade Marks in favour of the Security Agent.
- (c) Under the Third Security Document the Security Provider, among other things, created a third ranking right of pledge over its Trade Marks in favour of the Security Agent.
- (d) Pursuant the Guarantee and Parallel Debt Agreement the claims secured under the First Security Document and the Second Security Document take rank (for the avoidance of doubt, in the order of priority as existing prior to the Guarantee and Parallel Debt Agreement having full force and effect) immediately behind that of the claims of the Security Agent secured under the Third Security Document.

**3. Registration of pledge in the Register (purpose of this declaration)**

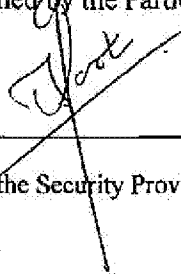
This declaration is prepared solely for the purpose of registration of the rights of pledge created under or pursuant to the Security Documents over the Trade Marks in the Register and does not supersede, complement and/or change any of the Security Documents in any possible manner.

- (a) The Parties agree that the rights of pledge over the Trade Marks in favour of the Security Agent created under or pursuant to the Security Documents shall be registered in each of the Register as follows:
  - (i) the right of pledge created under the Third Security Document shall be registered in the Register as: "first ranking pledge in favour of ING Bank N.V.";
  - (ii) the right of pledge created under the First Security Document shall be registered in the Register as: "second ranking pledge in favour of ING Bank N.V.";
  - (iii) the right of pledge created under the Second Security Document shall be registered in the Register as: "third ranking pledge in favour of ING Bank N.V.".

**4. Governing law and jurisdiction**

- (a) This declaration and any non-contractual obligations arising out of or in connection with it are governed by Dutch law.
- (b) The courts of Amsterdam, the Netherlands, judging in the first instance, have exclusive jurisdiction to settle any dispute including any dispute relating to non-contractual obligations arising out of or in connection with this declaration.

As agreed and undersigned by the Parties in the on 5 September ~~August~~ 2014;

  
\_\_\_\_\_  
THE GREENERY B.V. (the Security Provider)

By: *C. G. Baat*

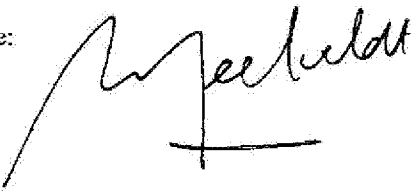
Title: *CFO*

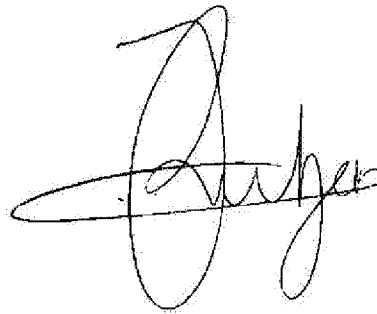
and

\_\_\_\_\_  
ING BANK N.V. (the Security Agent).

By:

Title:





SCHEDULE 1 (Trade Marks)  
to the 5 ~~September~~  
Declaration dated ~~August~~ 2014 of  
Pledge of Trade Marks

Title	Country	Owners	Local Classes	Filing Date	Registration Date 1	Official No.	Next Renewal Date	Case Ref.
STAR LABEL (DEVICE)	United States of America	The Greenery B.V.	31	18-Jun-1996	09-Dec-1997	2119093	19-Dec-2017	T8057122US