

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362806

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DELSEY		11/13/2015	CORPORATION: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST (LONDON) LIMITED		
<b>Street Address:</b>	1 KING'S ARMS YARD, THIRD FLOOR		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2R 7AF		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ENGLAND		
<b>Name:</b>	DHI COMPANY		
<b>Street Address:</b>	63 BIS RUE JOUFFROY D'ABBANS		
<b>City:</b>	PARIS		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	75017		
<b>Entity Type:</b>	SOCIETE PAR ACTIONS SIMPLIFIEE: FRANCE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74660469	DELSEY	
<b>Serial Number:</b>	86975697	DELSEY	
<b>Serial Number:</b>	86057524	DELSEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	MARK LANGER		
<b>Address Line 1:</b>	1460 EL CAMINO REAL, 2ND FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025		

CH \$90.00 74660469

<b>ATTORNEY DOCKET NUMBER:</b>	34591/7
<b>NAME OF SUBMITTER:</b>	MARK LANGER
<b>SIGNATURE:</b>	/MARK LANGER/
<b>DATE SIGNED:</b>	11/18/2015

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 13, 2015 (this "Agreement"), is made by DELSEY, a French corporation (*société anonyme*) with its registered headquarters at 215 avenue des Nations 93290 Tremblay (France) and registered under number 572 017 507 R.C.S. Bobigny (the "Company") (the "Grantor") in favor of (i) WILMINGTON TRUST (LONDON) LIMITED, an English limited company with its registered headquarters at Third Floor, 1 King's Arms Yard, London EC2R 7AF (United Kingdom) and registered with the Cardiff Companies House under number 05650152, as security agent for the Finance Parties (as defined in the Subscription Agreement) (in such capacity, the "Security Agent") and (ii) DHI Company, a *société par actions simplifiée* organised under the laws of France whose registered office is at 63, bis rue Jouffroy d'Abbans, 75017, France and whose registration number is 493 957 823 RCF Paris as a Lender under the Intragroup Loan Agreement (the "Intragroup Lender" or "DHI").

WHEREAS, the Security Agent, amongst others, entered into an English law subscription agreement dated as of October 31, 2015 as amended and restated on November 13, 2015 (as further amended, supplemented or otherwise modified from time to time, the "Subscription Agreement") with, DHI as issuer, and to which the Grantor acceded as guarantor on November 13, 2015;

WHEREAS, pursuant to the Subscription Agreement, the Grantor entered into that certain French-law IP Pledge Agreement dated as of November 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between the Grantor and the Secured Parties (as defined below) pursuant to which each of the Grantor assigned, transferred and granted to the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, DHI has entered into an intragroup loan agreement in the English language dated November 13, 2015 with the Grantor (the "Intragroup Loan Agreement") pursuant to which DHI has agreed to make available to the grantor an intragroup loan in a maximum amount in principal of eight millions (8,000,000) Euros; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Security Agent and the Intragroup Lender as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given to their French equivalent in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Subscription Agreement. As used in this Agreement, the following terms have the meanings specified below:

"**Secured Parties**" means: (i) the Security Agent for the benefit of the Finance Parties; and (ii) the Intragroup Lender.

### SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Secured Parties, and hereby grants to the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (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 such Grantor's obligations:

all trademarks, trade names, service marks, corporate names, business names, Internet domain names and URLs and other indicia of source or business identifiers or general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

### SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### SECTION 5. Recordation

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

### SECTION 6. The Security Agent

The Security Agent executes this Agreement as security agent in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement and any other Secured Document for and on behalf of the Secured Parties (as defined in the Intercreditor Agreement) for whom it acts. It will exercise its powers and authority under this Agreement in the manner provided for in the Intercreditor Agreement and, in so acting, the Security Agent shall have the protections, immunities,

rights, powers, authorizations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Secured Documents.

**SECTION 7. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

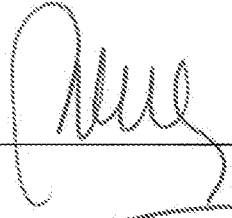
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELSEY

By: \_\_\_\_\_

Name:

Title:



**DHI COMPANY SAS**

Direction Générale

Isabelle Lemoine

Secrétaire Générale

63 bis, rue Jouffroy d'Abbans

75017 Paris

Tél. : +33 (0)1 49 38 30 34

TRADEMARK

REEL: 005671 FRAME: 0580

Accepted and Agreed:

WILMINGTON TRUST (LONDON) LIMITED,  
as Security Agent



By: \_\_\_\_\_

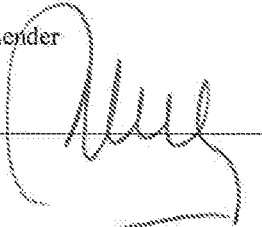
Name: Paul Benton  
Title: Director

Accepted and Agreed:

DHI Company  
as Intragroup Leader

By: \_\_\_\_\_

Name:  
Title:



**DHI COMPANY SAS**

Direction Générale

Isabelle Lemoine

Secrétaire Générale

63 bis, rue Jouffroy d'Abbans

75017 Paris

Tél. : +33 (0)1 49 38 30 34


TRADEMARK

REEL: 005671 FRAME: 0582



SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks/Trademark Applications

Trademark	Status	Filing no.	Registration no.	Filing date	Registration date	Next registration date
 <b>DELSEY</b>	Renewed	74/660 469	2 071 018	13/04/1995		17/06/2017
DELSEY	Registered	86975697	4 650 055	06/09/2013		02/12/2024
DELSEY	Registered	86057524	N/A	06/09/2013	N/A	N/A