

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank Plc		04/04/2016	Public Limited Company: GERMANY
RECEIVING PARTY DATA			
Name:	TEXON MOECKMUEHL GMBH		
Street Address:	Roigheimer Strasse 69-72		
City:	Moeckmuehl		
State/Country:	GERMANY		
Postal Code:	74219		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2804375	TEXON	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	(816) 460-2400		
Email:	brian.mcginley@dentons.com, anita.hansen@dentons.com,gordon.spring@dentons.com		
Correspondent Name:	Brian R. McGinley		
Address Line 1:	Dentons US LLP		
Address Line 2:	P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20001822-000009 (006377)		
NAME OF SUBMITTER:	BRIAN R. MCGINLEY		
SIGNATURE:	/Brian R McGinley/		
DATE SIGNED:	06/20/2016		
Total Attachments: 38			
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DATED

4 April

2016

THE COMPANIES LISTED IN SCHEDULE 1

- and -

BARCLAYS BANK PLC
as Security Agent

GLOBAL DEED OF RELEASE



Ref: F1/TA
1001BB.053422
Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEED OF RELEASE is made on the 4 day of April 2016

BETWEEN:

- (1) The companies listed in Schedule 1 (the "Released Companies"); and
- (2) Barclays Bank Plc as Security Agent.

RECITALS:

- (A) By the Security Documents (as defined below) the Released Companies have mortgaged, charged and assigned the Released Assets to the Security Agent as security for the performance of the obligations of the Released Companies set out in the Security Documents. The Security Agent was appointed as agent on behalf of each of the parties beneficially entitled to the Security provided under the Security Documents (the "Beneficiaries").
- (B) In consideration of the Released Companies paying the amounts due and payable under the Senior Facilities Agreement, Mezzanine Facility Agreement and the Ancillary Facilities Agreement, the Beneficiaries (acting through and represented by the Security Agent) have agreed to release the Released Companies in accordance with the terms of this Deed.

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Deed words and expressions used in the Senior Facilities Agreement (as defined below) shall have the same meanings when used in this Deed (including when used in the Recitals) and the following words and expressions have the meanings set out below:

"Amendment Letter" means the letter dated 17 April 2015 to Texon International Group Limited as the Parent on behalf of itself and each other Obligor, the Companies listed in Part 1 of Schedule 1 as the Borrowers and the Companies listed in Part 2 of Schedule 1 as the Guarantors from the Security Agent as the Arranger, Senior Lender, Issuing Lender, Senior Agent, Mezzanine Agent, Mezzanine Lender, Security Agent and Ancillary Lender.

"Ancillary Facilities Agreement" means the ancillary facilities agreement dated 8 February 2005 between, amongst others, Texon International Group Ltd as Parent, the companies listed therein as Original Borrowers, the companies listed therein as Original Guarantors and the Security Agent as Arranger, Original Lender, Agent, Issuing Lender and Security Agent.

"German Law Security" means the security created under the German Law Security Documents.

"German Law Security Documents" means each of the security documents listed in Schedule 2 (*Security Documents*) which are governed by German Law and any other security document which is governed by German law and has been entered into between the Security Agent and a Released Company.

"Guarantee" means:

- (a) the guarantee, indemnity, undertaking and joint and several obligation to pay any amount under or in connection with any Finance Document, contained in Clause 18 (*Guarantee and indemnity*) of the Senior Facilities Agreement; and
- (b) the guarantee, indemnity, undertaking and joint and several obligation to pay any amount under or in connection with any Mezzanine Finance Document, contained in Clause 14 (*Guarantee and indemnity*) of the Mezzanine Facility Agreement.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future and the benefit of all applications and rights to use such assets of each Released Company (which may now or in the future subsist), in any part of the world.

"**Italian Law Security**" means the security created under the Italian Law Security Documents.

"**Italian Law Security Documents**" means each of the TM IP Pledge Agreement and the TML IP Pledge Agreement.

"**Mezzanine Facility Agreement**" means the mezzanine facility agreement originally entered into on 8 February 2005 (as amended on 22 December 2006, 6 February 2007, 7 December 2007, 30 December 2008, 7 January 2010 and 15 June 2010 and amended and restated on 25 November 2010, 23 September 2011 and 21 March 2014 and as amended by the Amendment Letter) between, amongst others, Texon International Group Limited as the Parent, Texon (Newco 2) Limited as Borrower, The Companies Listed in Part 2 of Schedule 1 as Original Guarantors, Barclays Bank Plc as Arranger, The Financial Institutions Listed in Part 3 of Schedule 1 as Original Lenders, Barclays Bank Plc as Agent and Barclays Bank Plc as Security Agent (each term as defined therein).

"**Parent**" means Texon International Group Limited.

"**Party**" means a party to this Deed.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Released Assets**" has the meaning given to it in Clause 2.1(a) (*General*).

"**Security Documents**" means each of the security documents listed in Schedule 2 (*Security Documents*).

"**Senior Facilities Agreement**" means the senior facilities agreement originally entered into on 8 February 2005 (as amended 22 December 2006, 13 April 2007, 7 December 2007, 30 July 2008, 30 December 2008, 7 January 2010 and 15 June 2010 and amended and restated on 25 November 2010, 23 September 2011 and 21 March 2014 and by the Amendment Letter) between, amongst others, Texon International Group Limited as the Parent, The Companies Listed in Part 1 of Schedule 1 as Original Borrowers, The

Companies Listed in Part 2 of Schedule 1 as Original Guarantors, Barclays Bank Plc as Arranger, The Financial Institutions Listed in Part 3 of Schedule 1 as Original Lenders, Barclays Bank Plc as Agent and Barclays Bank Plc as Issuing Lender and Barclays Bank Plc as Security Agent (each term as defined therein).

"**TM IP Pledge Agreement**" means the pledge agreement over intellectual property rights governed by Italian law entered into on 8 February 2005 by and between Texon Möckmühl GmbH, as pledgor, and the Security Agent, on its own and on behalf of the other Beneficiaries, as secured creditors.

"**TML IP Pledge Agreement**" means the pledge agreement over intellectual property rights governed by Italian law entered into on 8 February 2005 by and between Texon Management Limited, as pledgor, and the Security Agent, on its own and on behalf of the other Beneficiaries, as secured creditors.

1.2 Interpretation:

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) this or any agreement, instrument or document include references to such agreement, instrument or document as amended, supplemented, novated, re-enacted and/or restated;
 - (ii) a provision of law includes references to such provision as re-enacted, amended or extended and any subordinate legislation made under it; and
 - (iii) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Deed.
- (b) The index and any headings, sub-headings or footnotes in this Deed are for ease of reference and shall be ignored in construing this Deed.
- (c) Covenants, undertakings, representations and warranties and other obligations given by, or of, more than one Released Company are joint and several.

1.3 Third party rights:

- (a) Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") or otherwise to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. RELEASE AND REASSIGNMENT

2.1 General

In respect of all Security other than the German Law Security and the Italian Law Security, the Security Agent irrevocably (notwithstanding any provision in the Security Documents) without recourse, representation or warranty:

- (a) releases all or any part of the Released Companies' property, assets and undertakings (the "**Released Assets**") from the Security constituted by the Security Documents and from all other Security for the benefit of the Security Agent and/or the Beneficiaries;

- (b) reassigns all or any part of the Released Assets assigned by way of security to the Security Agent and/or the Beneficiaries to the relevant Released Company absolutely;
- (c) consents to the Released Companies giving notice of that reassignment on its behalf to any person to whom notice of the assignment of any Released Assets to the Security Agent and/or the Beneficiaries;
- (d) discharges and releases all of the Released Companies from all their obligations to the Security Agent under the Security Documents in respect of the property, assets and undertakings secured under the Security Documents;
- (e) releases each of the Released Companies' Intellectual Property Rights from any and all Security held by the Security Agent and/or the Beneficiaries (or any of them) over such Intellectual Property Rights, including but not limited to the Security constituted by the Security Documents; and
- (f) releases each of the Released Companies from each Guarantee and all powers of attorney.

The foregoing release shall include a termination of all "security interests", within the meaning of that term in the Uniform Commercial Code as in effect in any applicable jurisdiction in the United States.

2.2 Release and Reassignment of German Law Security

(a) Termination of Security Agreements

The Security Agent, acting for itself and on behalf of the Beneficiaries, hereby unconditionally and irrevocably cancels and terminates (*aufheben*) each of the German Law Security Documents and undertakes not to assert any rights arising under the German Law Security Documents. For the avoidance of doubt, the Security Agent hereby irrevocably and unconditionally releases the Released Companies from all covenants and obligations, all present and future liabilities, claims and demands arising in, under, pursuant to or in connection with the German Law Security Documents.

(b) Release of Security under German Law Pledge Agreements

(i) The Released Companies, the Beneficiaries and the Security Agent agree that the pledges created under any German law pledge agreements, including but not limited to those listed in Schedule 2 (*Security Documents*), shall cease to exist. All Security created thereunder shall be released (each in accordance with sections 1273 para. 2, 1255 para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch*)), and, where applicable hereby retransferred and reassigned.

(ii) The parties are aware that, following the repayment of the Secured Obligations (as defined in the German law pledge agreements), the pledges created under the German law pledge agreements are released automatically by operation of German mandatory law. As a matter of record, the parties expressly and unconditionally acknowledge and confirm such release. Furthermore, the Security Agent acting for itself and on behalf of the Beneficiaries hereby terminates and unconditionally and irrevocably releases in full (in each case without recourse, representation or warranty of title) all pledges created under German law pledge

agreements. The Security Agent acting for itself and on behalf of the Beneficiaries hereby waives any other right which they may have under German law pledge agreements.

- (iii) As a precaution, the Security Agent hereby re-assigns (*zurückabtreten*) any other claim and rights assigned to it under or in connection with the German Law Security Documents referred to under para. (i) to the respective Released Company, which accepts such reassignment.

(c) Reassignment of Rights and Claims under German Law Assignment Agreements

- (i) To the extent that present or future receivables, ownership, co-ownership and contingent rights to acquire title (*Anwartschaftsrechte*), rights and claims and intellectual property rights including, without limitation, any ancillary rights relating thereto, have been assigned to the Security Agent under German law agreements with a Released Company, including but not limited to those listed in Schedule 2 (*Security Documents*), (including such receivables, ownership, co-ownership and contingent rights to acquire title (*Anwartschaftsrechte*), rights and claims the relevant Released Company may have against third parties), the Security Agent, acting for itself and on behalf of the Beneficiaries, hereby reassigns such receivables, ownership, co-ownership and contingent rights to acquire title (*Anwartschaftsrechte*), rights and claims and intellectual property rights (in each case including all ancillary rights relating thereto) to the relevant Released Company. Each Released Company hereby accepts the reassignment of such receivables, ownership, co-ownership and contingent rights to acquire title (*Anwartschaftsrechte*), rights and claims and intellectual property rights (including all ancillary rights relating thereto).
- (ii) The Security Agent, acting for itself and on behalf of the Beneficiaries, hereby waives any other rights in connection with such receivables, ownership, co-ownership and contingent rights to acquire title (*Anwartschaftsrechte*), rights and claims and intellectual property rights which it may have under the German law assignment agreements. Each Released Company hereby accepts such waivers.

(d) Deletion of Land Charge and Release from Submission to Immediate Execution

- (i) The Security Agent, acting for itself and on behalf of the Beneficiaries, hereby releases irrevocably any or all security under or in connection with the land charge over Texon Möckmühl GmbH's properties (*Grundstücke*) (the "Land Charge").
- (ii) The Security Agent, acting for itself and on behalf of the Beneficiaries, hereby releases any Released Company from its submission to immediate execution (*persönliche Zwangsvollstreckungsunterwerfung*).
- (iii) The Security Agent, acting for itself and on behalf of the Beneficiaries, undertakes to issue a notarially certified certificate of satisfaction (*Löschungsbewilligung*) relating to the Land Charge and hereby grants to Texon Möckmühl GmbH the irrevocable power of attorney (*unwiderrufliche Vollmacht*) to issue such notarially certified certificate of satisfaction.

- (iv) Each Released Company hereby accepts the declarations under para. (i) to (iii) above.
- (e) Termination of Abstract Acknowledgement of Debt
 - (i) The Security Agent, acting for itself and on behalf of the Beneficiaries, hereby releases the Released Companies from any obligations under any abstract acknowledgement of debt.
 - (ii) In particular, the Security Agent, acting for itself and on behalf of the Beneficiaries, hereby terminates the abstract acknowledgement of debt granted by Texon Möckmühl GmbH (the "**Abstract Acknowledgement of Debt**") and all related obligations of Texon Möckmühl GmbH under the Abstract Acknowledgement of Debt, waives all rights and claims granted to the Security Agent and/or the Beneficiaries under the Abstract Acknowledgement of Debt and releases each of the Released Companies from all their obligations under the Abstract Acknowledgement of Debt.
- (f) Revocation of Authorizations

Each of the Released Companies, individually, revokes any authorizations and/or powers of attorney given to the Security Agent under any of the German Law Security Documents, the Ancillary Facilities Agreement and/or the Senior Facilities Agreement.

2.3 Release of Italian Law Security

- (a) Release of Security under Italian Security Documents
 - (i) The Released Companies, the Beneficiaries and the Security Agent agree that, from the date of this Deed, the Italian Law Security Documents shall cease to exist.
 - (ii) Notwithstanding paragraph (i) above, the Security Agent for and on behalf of the Beneficiaries shall at the Released Companies' cost as soon as reasonably practicable, carry out all the perfection formalities reasonably requested by the Released Companies required under Italian law for the purposes of the release of the Italian Law Security, including without limitation:
 - (1) entering into a deed of release, which is satisfactory to the Security Agent acting reasonably, of the TM IP Pledge Agreement (the "**TM IP Pledge Release Deed**") and authorise Texon Möckmühl GmbH to carry out the perfection formalities required for the purposes of the release thereunder, including without limitation the necessary filings before the competent registers, in accordance with the terms and conditions of the TM IP Pledge Release Deed; and
 - (2) entering into a deed of release, which is satisfactory to the Security Agent acting reasonably, of the TML IP Pledge Agreement (the "**TML IP Pledge Release Deed**") and authorise Texon Management Limited to carry out the perfection formalities required for the purposes of the release thereunder, including without limitation the necessary filings before the competent registers, in accordance with the terms and conditions of the TML IP Pledge Release Deed.

2.4 General Release

The Security Agent releases the Released Companies and each Released Company releases each Finance Party from any claim and/or liability under or in connection with the Finance Documents save for in each case:

- (a) any document between any of the Released Companies and the Security Agent entered into on or after the date of this Deed;
- (b) the following existing or proposed lines products and facilities made available to any of the Released Companies by Barclays Bank PLC
 - (i) Bonds, Guarantees and indemnities;
 - (ii) Barclaycard;
 - (iii) FX limits to cover spot and forward trades;
 - (iv) Barclays internet banking lines;
 - (v) BACS lines;
- (c) the Released Companies' liabilities to pay the Security Agent's costs under Clause 4 of this Deed.

3. FURTHER ASSURANCE

- 3.1 The Security Agent hereby irrevocably agrees that it will, at the request and cost of the Released Companies, execute all documents, provide all declarations and do all such acts and things (including, for the avoidance of doubt, delivering to the Released Companies any asset which had been delivered to and remained in the possession of the Security Agent) as may be necessary to give effect to this release and reassignment.
- 3.2 The Security Agent undertakes that it will deliver upon request of a Released Company two (2) blank notifications allowing a Released Company to notify any relevant third party of the release in full of any and all pledges and all other security interests created under the German Law Security Documents. Any Released Company shall be authorized to duplicate such notifications for the aforementioned purposes.
- 3.3 For the avoidance of doubt, the Security Agent hereby irrevocably agrees to provide all documents in its required form to effect the releases under Clause 2 (including waivers to delete registrations relating to IP rights and any document required from the land register to delete the Land Charge).
- 3.4 Each Released Company hereby accepts the declaration under Clause 3.1, Clause 3.2 and Clause 3.3 above.

4. COSTS

Unless otherwise provided in the foregoing provisions, the relevant Released Company shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees and any value added tax payable or similar tax thereof) reasonably incurred by the Security Agent in connection with the negotiation, preparation, printing and execution of this Deed and any other documents or steps referred to in or required by this Deed.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Deed.

6. GOVERNING LAW/ LANGUAGE

(a) This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law, with the exception of Clause 2.2 (*Release and Reassignment of German Law Security*) which shall be governed by the laws of the Federal Republic of Germany.

(b) In case of doubt, the meaning of the German expressions used in this Deed shall prevail over the meaning of the English expressions to which they relate.

7. PARTIAL VALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the law or any other jurisdiction shall in any way be affected or impaired thereby.

8. ENFORCEMENT

(a) Jurisdiction of English courts

(i) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed), except for any dispute arising out of or in connection with Clause 2.2 of this Deed (a "Dispute").

(ii) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(b) Jurisdiction of the courts in Munich, Germany

(i) The courts in Munich, Germany, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with Clause 2.2 of this Deed (a "German Dispute").

(ii) The Parties agree that the courts of Munich, Germany, are the most appropriate and convenient courts to settle German Disputes and accordingly no Party will argue to the contrary.

(c) This Clause 8 (*Enforcement*) is for the benefit of the Beneficiaries only. As a result, no Beneficiary shall be prevented from taking proceedings relating to a Dispute and/or a German Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed by the Security Agent as a deed and by the Released Companies under hand and it shall take effect on the date stated at the beginning of this Deed.

SCHEDULE 1

The Released Companies

Entity	Registered office	Registered number
English entities		
Texon International Group Limited	Skelton Industrial Estate, Skelton, Saltburn By The Sea, Cleveland, TS12 2LH	05329617
Texon (Newco 2) Ltd	Skelton Industrial Estate, Skelton, Saltburn By The Sea, Cleveland, TS12 2LH	05329581
Texon Non Woven Ltd	Skelton Industrial Estate, Skelton, Saltburn By The Sea, Cleveland, TS12 2LH	05286674
Texon Overseas	Skelton Industrial Estate, Skelton, Saltburn By The Sea, Cleveland, TS12 2LH	02082136
Texon Management Ltd	Skelton Industrial Estate, Skelton, Saltburn By The Sea, Cleveland, TS12 2LH	05308213
German entities		
Texon Möckmühl GmbH	Roigheimer Straße 69-72, 74219 Möckmühl, Germany	HRB 106550, commercial register at the Local Court (Amtsgericht) of Stuttgart
Texon Components GmbH	Roigheimer Straße 69-72, 74219 Möckmühl, Germany	HRB 107397, commercial register at the Local Court (Amtsgericht) of Stuttgart

SCHEDULE 2

Security Documents

Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Person(s) Entitled to Charge	Amount Secured	Particulars of Property Charged
1 Texon International Group Limited						
08/02/2005	23/02/2005	England & Wales	Debenture	Barclays Bank Pic (in its capacity as security agent and trustee for the beneficiaries)	All monies due or to become due from each Charging Company to all or any of the beneficiaries	Fixed and floating charges over the undertaking and all property and assets, present and future
2 Texon (Newco 2) Ltd						
08/02/2005	23/02/2005	England & Wales	Debenture	Barclays Bank Pic (in its capacity as security agent and trustee for the beneficiaries)	All monies due or to become due from each Charging Company to all or any of the beneficiaries	Fixed and floating charges over the undertaking and all property and assets, present and future including debts owing to the Company
3 Texon Non Woven Ltd						
08/02/2005	23/02/2005	England & Wales	Debenture	Barclays Bank Pic (in its capacity as security agent and trustee for the beneficiaries)	All monies due or to become due from each Charging Company to all or any of the beneficiaries	Fixed and floating charges over the undertaking and all property and assets, present and future
08/04/2008	08/05/2008	England & Wales	Deed of Charge over Credit Balances	Barclays Bank pic	All monies due or to become due from the company to the chargee on any account	(i) A fixed charge over all the deposit(s) listed in the deed together with all interest from time to time accruing thereon; and (ii) an assignment by the chargor for the purposes of and to give effect to the security over the right of the chargor to

TRADE MARK

REF: 005819 FRAME: 0015

Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Person(s) Entitled to Charge	Amount Secured	Particulars of Property Charged
					whatsoever	require repayment of such deposit(s) and interest thereon Current account number 83500195
4 Texon Overseas						
15/11/2001	22/11/2001	England & Wales	Debenture	Barclays Bank Plc	All money and liabilities due or to become due from a Charging Company on any account whatsoever	Fixed and floating charges over the undertaking and all property and assets, including IP, present and future
15/11/2001	23/11/2001	France	Pledge over Financial Instruments Account	Barclays Bank Plc as security agent for the beneficiaries	All monies due or to become due from the Company to all or any of the pledgees	(i) The financial instruments account opened and maintained by Texon France (RCS 340 858 539) in its books in the name of UT France SAS (RCS 400 751 855) including 128,324 shares held by UT France SAS in the share capital of Texon France and representing 100% of the share capital of Texon France (ii) Any securities derived from the pledged shares or to any security created in substitution or complement to the pledged shares by share exchange regrouping division free issue subscription by way of cash or otherwise, and (iii) The special bank accounts opened to receive the products and interests (<i>fruits et produits</i>) from these shares
15/11/2001	23/11/2001	Massachusetts	Pledge Agreement	Barclays Bank Plc as agent for the finance parties	All moneys and liabilities due or to become due from the company or any group company to	The initial pledged shares and the certificates representing the initial pledged shares and all dividends cash instruments and other property

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Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Person(s) Entitled to Charge	Amount Secured	Particulars of Property Charged
15/11/2001	23/11/2001	Germany	Share Pledge Agreement	Barclays Bank Plc for itself and as security agent for each and any future beneficiary	the Finance Parties (or any of them)	All of its shares in Texon Mockmühl GmbH, being 100% of the share capital of Deutsche Mark 50,000.
19/08/2004	08/09/2004	France	Pledge over Financial Instruments Account	Barclays Bank Plc (as security agent for the beneficiaries)	All monies due or to become due from the Company to the chargee on any account whatsoever	(i) The financial instruments account opened and maintained by Texon France (RCS 340 858 539) in its books in the name of UT France SAS (RCS 400 751 855) including 128,324 shares held by the UT France SAS in the share capital of Texon France and representing 100% of the share capital of Texon France (ii) Any securities derived from the pledged shares or to any security created in substitution or complement to the pledged shares by share exchange regrouping division free issue subscription by way of cash or otherwise, and (iii) The special bank accounts opened to receive the products and interests (<i>fruits et produits</i>) from these shares
23/02/2005	23/02/2005	England & Wales	Debenture	Barclays Bank Plc (in its capacity as security agent and trustee for the beneficiaries)	All monies due or to become due from each Charging Company to all or any of the beneficiaries	Fixed and floating charges over the undertaking and all property and assets, present and future, including the debts owing to a Charging Company by another member of the Group
24/02/2005	24/02/2005	BVI	Share Pledge Agreement	Barclays Bank Plc for itself and as security	All monies due or to become due from the	The shares, all allotments accretions benefits and advantages whatsoever, all certificate or

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Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Person(s) Entitled to Charge	Amount Secured	Particulars of Property Charged
08/02/2005	24/02/2005	Massachusetts	Share Pledge Agreement	agent Barclays Bank Plc for itself and as security agent	Company to all or any of the beneficiaries All monies due or to become due from the Company to all or any of the beneficiaries	other evidence of title to any shares and all dividends interest and other monies The initial pledged shares and the certificates representing the initial pledged shares and all dividends, cash instruments and other property
08/02/2005	24/02/2005	France	Pledge over Financial Instruments Account	Barclays Bank Plc (as security agent for the beneficiaries)	All monies due or to become due from the Company to all or any of the pledgees	<p>(i) The account opened and maintained by UT France SAS and related to 14,247 shares held by Texon Overseas in the share capital of UT France SAS (RCS 400 751 855), recorded as pledged to the benefit of the Security Agent in the share transfer register of UT France SAS (account 751s)</p> <p>(ii) The financial instruments account opened and maintained by Texon France (RCS 340 558 539) in its books in the name of UT France SAS (RCS 400 751 855) including 128,324 shares held by the UT France SAS in the share capital of Texon France and representing 100% of the share capital of Texon France</p> <p>(iii) Any securities derived from the pledged shares or to any security created in substitution or complement to the pledged shares by share exchange regrouping division free issue subscription by way of cash or otherwise, and</p> <p>(iv) The related pledge over a special bank account opened to receive the products and interests (<i>fruits et produits</i>) from these shares</p>

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Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Person(s) Entitled to Charge	Amount Secured	Particulars of Property Charged
08/02/2005	17/03/2005	Germany	Share Pledge Agreement	Barclays Bank Plc for itself and as security agent	All monies due or to become due from the Company to the chargee	The Company pledged all of its present and future shares in: Texon Verwaltungs-GmbH
5 Texon Management Ltd						
11/01/2005	24/01/2005	England & Wales	Debenture	Barclays Bank Plc (as security agent for the beneficiaries)	All monies due or to become due from the company to the chargee	Fixed and floating charges over the undertaking and all property and assets, present and future
08/02/2005	23/02/2005	England & Wales	Debenture	Barclays Bank Plc (in its capacity as security agent and trustee for the beneficiaries)	All monies due or to become due from each Charging Company to all or any of the beneficiaries	Charge over all present and future intellectual property including trade secrets, know-how and confidential information belonging to the Company Fixed and floating charges over the undertaking and all property and assets, present and future
08/02/2005	28/02/2005	Germany	Transfer and Assignment of Intellectual Property Rights and Related Rights and Claims	Barclays Bank Plc (in its capacity as security agent for the beneficiaries)	All monies due or to become due from the Company to the chargee	Assigned all title held by the Company to all present and future German IP rights including patent no. 600112683-08 and the trademarks "Styplast" and "Stythern".
08/02/2005	17/02/2005	Italy	Pledge over Italian Patent executed outside of the United Kingdom comprising Property situated there	Barclays Bank Plc (as security agent for the beneficiaries)	All monies due or to become due from the Company to the chargee	A pledge over the patent no. 1200258 of the Italian PTO
6 Texon M&Sckm&H GmbH						

Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Persons Entitled to Charge	Amount Secured	Particulars of Property Charged
08/02/2005	17/02/2005	Italy	Pledge over no. 3 trademarks registered before the Italian patents register (UIBM), and no. 3 trademarks registered before the International patents and trademarks register (WIPO)	Barclays Bank Plc (as security agent for the beneficiaries)	All monies due or to become due from the Company to the chargee	A pledge over the trademarks no.00766889, 00850761, 00850762, 354918, 635003 and 354919
		Germany	First-Ranking Pledge over Community Trademarks and Related Rights and Claims	Barclays Bank Plc	All monies due or to become due from each Pledgee to all or any of the beneficiaries	In particular, but not limited to, the rights referred to in the <u>Exhibit</u> .
		Germany	Second-Ranking Pledge over Community Trademarks and Related Rights and Claims	Barclays Bank Plc	All monies due or to become due from each Pledgee to all or any of the beneficiaries	In particular, but not limited to, the rights referred to in the <u>Exhibit</u> .
21/03/2014		Germany	Third-Ranking Pledge over Community Trademarks and Related Rights and Claims	Barclays Bank Plc	All monies due or to become due from each Pledgee to all or any of the beneficiaries	In particular, but not limited to, the rights referred to in the <u>Exhibit</u> .
21/03/2014		Germany	Fourth-Ranking Pledge over Community Trademarks and Related Rights and Claims	Barclays Bank Plc	All monies due or to become due from each Pledgee to all or any of the beneficiaries	In particular, but not limited to, the rights referred to in the <u>Exhibit</u> . Also including, but not limited to, Trademarks: * Texon (Stylised) (in EC, App No

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Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Person(s) Entitled to Charge	Amount Secured	Particulars of Property Charged
17/04/2015		Germany	Fifth-Ranking Pledge over Community Trademarks and Related Rights and Claims	Barclays Bank Plc		<p>001113604)</p> <ul style="list-style-type: none"> • Texon (in EC, App No 000138230) <p>in particular, but not limited to, the rights referred to in the <u>Exhibit</u>. Also including, but not limited to, IP Rights</p> <ul style="list-style-type: none"> • Texon (Stylised) (in EC, App No 001113604) • Texon (in EC, App No 000138230) • Ecosole (in US, App No 1839362)
17/04/2015		Germany	Confirmation, Assignment and Pledge Agreement (replaces the following documents dated 8 Feb 2005 following the merger of the German entities: - Global Assignment Agreement; IP Assignment Agreement; Community Trademarks Agreement; Land Charge Deed and each further security confirmation	Barclays Bank Plc	All monies due or to become due from the Company to the chargee	<p>In particular, but not limited to, the rights referred to in the <u>Exhibit</u>.</p> <p>All trademarks and rights to trademarks owned by the Company</p>

Date of Mortgage or Charge	Date of Registration	Security Governing Jurisdiction	Description of Mortgage or Charge	Mortgagee(s) or Person(s) Entitled to Charge	Amount Secured	Particulars of Property Charged
			agreements dated 23 Sept 2011 and 21 March 2014)			
		Germany	Assignment of Receivables	Barclays Bank Plc	All monies due or to become due from the Company to the chargee	
		Germany	Land Charge and Submission to Immediate Execution	Barclays Bank Plc	EUR 5,000,000.00	All properties (Grundstücke) of Texon Mockmühl GmbH

List of trade marks of Texon Möckmühl GmbH as of 18 January 2016

CC	Application no.	Application date	Grant no.	Title / Mark
IR	139250140001	17 Dec 2013		CORPORATE LOGO
US	1839352	10 Jan 1992	1839352	ECOSOLE
BX	071487	09 Dec 1971	071487	FORMO
FI	65301	8 Oct 1971	65301	FORMO
IB	R354918	3 Apr 1969	354918	FORMO
IT	00850761	27 Nov 1968	00850761	FORMO
AR	2646800		2646800	FORMOSERT
AR	1933191		1933191	FORMOSERT
DE	897483	30 Sept 1971	897483	FORMOSERT
DE	935347	23 Feb 1973	935347	RADOMA
CO	88950	23 Feb 1973	88950	RADOMA
FR	1576780	22 Jul 1963	2146303	TEXON
FR	1648156	13 Feb 1980	2300285	TEXON

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AT	46056						TEXON
AU	128660	1 Aug 1956	46056	128660			TEXON
AU	246898	1 Aug 1956	246898				TEXON
AU	246899	1 Aug 1956	246899				TEXON
AU	128659	1 Aug 1956	128659				TEXON
BR	006005853	27 Jun 1961	006005853				TEXON
BR	006084419	18 Jan 1961	006084419				TEXON
BX	022926	16 Apr 1971	022926				TEXON
CA	0211884		LCD40354				TEXON
CH	309035	30 Oct 1980	309035				TEXON
CN	76387		76387				TEXON
CN	76388		76388				TEXON
CO	48837	20 Jun 1961	48837				TEXON
CO	84810	30 Apr 1975	84810				TEXON
CO	187266	08 Jun 1990	187266				TEXON
FR	35685	24 Jan 1967	35685				TEXON
Y	11330		11330				TEXON
CY	11331		11331				TEXON

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CZ	154589	02 Feb 1961	154589	TEXON
DE	781080	19 Dec 1980	781080	TEXON
DE	DD629229	2 Feb 1961	DD629229	TEXON
DK	VR196201291	16 Dec 1960	VR196201291	TEXON
DO	15510		15510	TEXON
DZ	052051	23 Dec 1956	052051	TEXON
EC	653-61	23 Oct 1961	653-61	TEXON
EG	41257	1 Jun 1964	41257	TEXON
EG	41258	1 Jun 1964	41258	TEXON
EM	000138230	1 Apr 1996	000138230	TEXON
ES	375588	28 Dec 1960	2972642(5)	TEXON
FI	38563		38563	TEXON
FR	1205707	17 Jun 1957	1205707	TEXON
FR	1401983		1401983	TEXON
GB	1564045	4 Mar 1994	1564045	TEXON
GB	762823	25 Feb 1957	762823	TEXON
GB	1038160	12 Nov 1974	1038160	TEXON

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GB	777459	9 May 1958	777459	TEXON
GB	768311	13 Aug 1957	768311	TEXON
GB	1564160	4 Mar 1994	1564160	TEXON
GB	2039085	2 Oct 1995	2039085	TEXON
GH	A-15425	17 Nov 1967	A-15425	TEXON
GH	A-15426	17 Nov 1967	A-15426	TEXON
GR	29766		29766	TEXON
HK	1681776	18 Nov 1975	1681776	TEXON
HK	1297167	3 Feb 1967	19671297	TEXON
HK	142169	3 Feb 1967	19691421	TEXON
HR	Z951044	21 Jun 1995	Z951044	TEXON
HU	118996	03 Mar 1967	118996	TEXON
ID	D002005.0004	3 Jan 2005	IDM000089603	TEXON
ID	D002005.0004	3 Jan 2005	IDM000089602	TEXON
ID	D002005.0004	3 Jan 2005	IDM000089075	TEXON
ID	D002005.0004	3 Jan 2005	IDM000419582	TEXON
IE	064195	6 Jul 1961	064195	TEXON
IE	064196	6 Jul 1961	064196	TEXON

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IN	200047	10 Jan 1961	200047	TEXON
IT	00766869	28 Feb 1957	0001270792	TEXON
JP	591866	16 Dec 1960	591866	TEXON
JP	624352	16 Dec 1960	624352	TEXON
KR	192830	11 Apr 1989	192830	TEXON
KR	475386	27 Jul 1999	475386	TEXON
LB	76867		76867	TEXON
LK	28753		28753	TEXON
LK	28752		28752	TEXON
MA	38501		38501	TEXON
MX	707501	8 May 2001	707501	TEXON
MX	715859	8 May 2001	715859	TEXON
MX	901729	8 May 2001	901729	TEXON
MY	SAR/6838		SAR/6838	TEXON
MY	S/011571	13 Feb 1974	S/011571	TEXON
MY	M/47287	2 Jan 1967	M/47287	TEXON
MY	SAR/6839		SAR/6839	TEXON

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MY	MI47288			MI47288		TEXON
MY	S/O11572	13 Feb 1974		S/O11572		TEXON
NG	18435	4 Mar 1967		18435		TEXON
NO	61917	8 Dec 1960		61917		TEXON
NZ	67664	5 Dec 1960		67664		TEXON
NZ	67665	5 Dec 1960		67665		TEXON
PE	38257	15 Jan 1971		38257		TEXON
PK	46756			46756		TEXON
PK	46757			46757		TEXON
PL	42808	4 Mar 1961		42808		TEXON
PT	114299	8 May 1962		114299		TEXON
PT	110716	25 Jul 1961		110716		TEXON
PT	110717	25 Jul 1961		110717		TEXON
RO	004672	21 Apr 1967		002822		TEXON
TE	112128	12 Feb 1965		112128		TEXON
G	41045	13 Feb 1967		41045		TEXON
G	41046	13 Feb 1967		41046		TEXON
SI	9470167	16 Feb 1994		9470167		TEXON

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TH	TM76988			TM76988	TEXON
TH	TM76950			TM76950	TEXON
TN	100/82			100/82	TEXON
TR	89753			89753	TEXON
TW	28427			28427	TEXON
TW	102590			102590	TEXON
TW	28816			28816	TEXON
US	2634960		3 Dec 2001	2634960	TEXON
UY	361251		31 Aug 1964	361251	TEXON
VE	42273			42273	TEXON
VN	24827		5 Jul 1998	24827	TEXON
ZA	595/57/2			595/57/2	TEXON
ZA	595/57/3			595/57/3	TEXON
ZA	595/57/4			595/57/4	TEXON
ZA	139260140001		17 Dec 2013		TEXON
ZE	578673		12 Jun 2014		TEXON
ZE	578674		12 Jun 2014		TEXON

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JP	631974	7 Sep 1962	631974	TEXON (Jap. charact.)
JP	687982	21 Oct 1965	687982	TEXON (Jap. charact.)
AU	780738	9 Dec 1988	780738	Texon
BR	814686478	23 Feb 1989	814686478	Texon
BR	823058026	7 Mar 2001	823058026	Texon
BR	823058034	7 Mar 2001	823058034	Texon
CN	638802	10 Apr 1992	638802	Texon
CN	636675	10 Apr 1992	636675	Texon
CN	633382	10 Apr 1992	633382	Texon
CN	633501	10 Apr 1992	633501	Texon
EG	161941		161941	Texon
EM	001113604	18 Mar 1999	001113604	Texon
ES	1934711	2 Dec 1994	1934711	Texon
ID	IDM000039401	22 Nov 1994	IDM000039401	Texon
ID	IDM000039400	22 Nov 1994	IDM000039400	Texon
TM	604432	18 Aug 1993	604432	Texon
TM	604627	20 Aug 1993	604627	Texon
JP	4323326	21 Nov 1994	4323326	Texon

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KR	342670	11 Nov 1994	342670	Texon
KR	475387	27 Jul 1998	475387	Texon
MY	95/00997	4 Feb 1995	95/00997	Texon
SG	9746/94	10 Nov 1994	9746/94	Texon
TH	KOR41924	21 Mar 1995	KOR41924	Texon
TW	702945	18 Nov 1994	702945	Texon
TW	704832	18 Nov 1994	704832	Texon
US	2804375	5 Dec 2002	2804375	Texon
VN	24828	5 Jul 1996	24828	Texon
BX	070298	9 Dec 1971	070298	TUFFLEX
DE	863193	21 Nov 1968	863193	TUFFLEX
DK	3676-1970		3676-1970	TUFFLEX
IB	R354919	3 Apr 1969	354919	TUFFLEX
IT	00850762	27 Nov 1968	00850762	TUFFLEX

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Execution page

THE RELEASED COMPANIES

Signed for and on behalf of Texon International Group Limited acting by:)

Director

Witness

Signed for and on behalf of Texon (Newco 2) Ltd acting by:)

Director

Witness

Signed for and on behalf of Texon Non Woven Ltd acting by:)

Director

Witness

Signed for and on behalf of Texon Overseas acting by:)

Director

Witness

Signed for and on behalf of Texon Management Ltd acting by:)

Director

Witness


Execution page

THE RELEASED COMPANIES

Signed for and on behalf of Texon International Group Limited acting by:

)


Director

Witness *Jessica Robinson* 

Signed for and on behalf of Texon (Newco 2) Ltd acting by:

)

Director

Witness

Signed for and on behalf of Texon Non Woven Ltd acting by:

)

Director

Witness

Signed for and on behalf of Texon Overseas acting by:

)

Director

Witness

Signed for and on behalf of Texon Management Ltd acting by:

)

Director

Witness

Execution page

THE RELEASED COMPANIES

Signed for and on behalf of Texon
International Group Limited acting
by:)

Director

Witness

Signed for and on behalf of Texon
(Newco 2) Ltd acting by:)

Director

Witness

Handwritten signatures for the Director and Witness of Texon International Group Limited. The Director's signature is in cursive and appears to be 'P. Williams'. The Witness's signature is also in cursive and appears to be 'D. Jones'.

Signed for and on behalf of Texon
Non Woven Ltd acting by:)

Director

Witness

Handwritten signatures for the Director and Witness of Texon Non Woven Ltd. The Director's signature is in cursive and appears to be 'P. Williams'. The Witness's signature is also in cursive and appears to be 'D. Jones'.

Signed for and on behalf of Texon
Overseas acting by:)

Director

Witness

Handwritten signatures for the Director and Witness of Texon Overseas. The Director's signature is in cursive and appears to be 'P. Williams'. The Witness's signature is also in cursive and appears to be 'D. Jones'.

Signed for and on behalf of Texon
Management Ltd acting by:)

Director

Witness

Handwritten signatures for the Director and Witness of Texon Management Ltd. The Director's signature is in cursive and appears to be 'P. Williams'. The Witness's signature is also in cursive and appears to be 'D. Jones'.

⊗

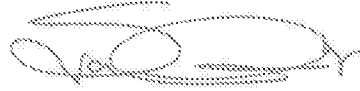
⊗



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Signed for and on behalf of Texon
Möckmühl GmbH acting by:

)



Stanley Lamb as Managing Director

with power of sole representation
(*einzelvertretungsberechtigter
Geschäftsführer*)

Witness *Jessica Robinson* 

Signed for and on behalf of Texon
Components GmbH acting by:

)



Stanley Lamb as Managing Director

with power of sole representation
(*einzelvertretungsberechtigter
Geschäftsführer*)

Witness *Jessica Robinson* 

Signed for and on behalf of Texon)
Möckmühl GmbH acting by:

Stanley Lamb as Managing Director

with power of sole representation
(*einzelvertretungsberechtigter
Geschäftsführer*)

Witness

Signed for and on behalf of Texon)
Components GmbH acting by:

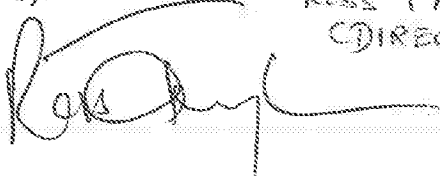
Stanley Lamb as Managing Director

with power of sole representation
(*einzelvertretungsberechtigter
Geschäftsführer*)

Witness

THE SECURITY AGENT

Executed and Delivered as a)
Deed by Barclays Bank Plc acting
by: ROSS TAYLOR
(DIRECTOR)

 Authorized signatory

In the presence of

Witness's name: SHIVAM SHARMA

Witness's address: Barclays Head Office
1 Churchill Place
London E14 5HP

Witness's occupation: BANKER.