

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390334

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABC Group Inc.		06/30/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia, as Agent		
<b>Street Address:</b>	40 King St. W, Scotia Plaza 62nd Fl		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5W 2X6		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2657777	ABC GROUP	
<b>Registration Number:</b>	2645075	ABC	
<b>Registration Number:</b>	2611462	A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-845-5133		
<b>Email:</b>	requests@independencellegalsupport.com		
<b>Correspondent Name:</b>	Nancy A. Zarazua		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Nancy A. Zarazua		
<b>SIGNATURE:</b>	/Nancy A. Zarazua/		
<b>DATE SIGNED:</b>	07/05/2016		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of June 30, 2016, by ABC GROUP INC. (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, the Grantor is party to a General Security Agreement dated as of June 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Lender Parties a continuing security interest in all Intellectual Property Collateral, including the Trademark Collateral, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to make Advances, to induce the Issuing Bank to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Hedge Arrangements or Service Agreements with any Obligor (as defined in the Credit Agreement), the Grantor agrees, for the benefit of the Agent and the Lender Parties as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Lender Parties an encumbrance on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, encumbrance and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

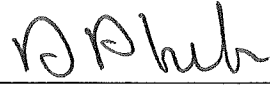
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

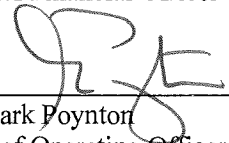
[remainder of page intentionally left blank; signature page follows]

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

Very truly yours,

ABC GROUP INC.

By:   
Name: Derrick Phelps  
Title: Chief Financial Officer

By:   
Name: Mark Poynton  
Title: Chief Operating Officer

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature page to Target U.S. Trademark Security Agreement]

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

Very truly yours,

ABC GROUP INC.

By: \_\_\_\_\_  
Name: Derrick Phelps  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name: Mark Poynton  
Title: Chief Operating Officer

Accepted and Agreed:


THE BANK OF NOVA SCOTIA,  
as Agent

By:   
Name: Clement Yu  
Title: Director

[Signature page to Target U.S. Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
ABC Group Inc.	2,657,777	ABC GROUP
ABC Group Inc.	2,645,075	ABC
ABC Group Inc.	2,611,462	

**Trademark applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
N/A	N//A	N/A

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