

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Hill Acquisition Company, Inc.		08/16/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Financial Services UK Ltd.		
Street Address:	PNC House, 34/36 Perrymount Road, Haywards Heath		
City:	West Sussex		
State/Country:	GREAT BRITAIN		
Postal Code:	RH16 3DN		
Entity Type:	Limited Corporation: GREAT BRITAIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3557482	TWINHILL	
Registration Number:	5114603	TWINHILL	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
	<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,fan.yang@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	08/20/2019		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of August 16, 2019, is made by TWIN HILL ACQUISITION COMPANY, INC., a California corporation (“Grantor”), in favor of PNC BUSINESS CREDIT a trading style of PNC FINANCIAL SERVICES UK LTD, as security trustee for the Secured Parties party from time to time to the Facilities Agreement referred to below (together with its successors and assigns in such capacity, “Security Agent”).

WHEREAS, MWUK LIMITED, a company incorporated in England and Wales, and certain of its affiliates, including without limitation, the Grantor have entered into a Master Facilities Agreement dated August 16, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Facilities Agreement”), with, among others, PNC BUSINESS CREDIT a trading style of PNC FINANCIAL SERVICES UK LTD as Arranger, Agent and A/R Trustee, the institutions listed therein as Original Funders, and the Security Agent. Capitalized terms used but not defined herein shall have the meanings specified in the Facilities Agreement.

WHEREAS, under the terms of the Facilities Agreement and the other Finance Documents, Grantor has granted to Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable governmental bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles (as defined in the New York Uniform Commercial Code) of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Grantor hereby grants to Security Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Secured Liabilities. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Secured Liabilities, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental body record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Facilities Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Security Agent with respect to the Collateral are more fully set forth in the Facilities Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Conflicts. In case of any conflicts with respect to the subject matter of this IP Security Agreement between this IP Security Agreement and the Intercreditor Agreement

to the extent permitted by law, the provisions of the Intercreditor Agreement shall prevail and take priority over the provisions of this IP Security Agreement.

SECTION 8. **Miscellaneous.** This IP Security Agreement is a Finance Document. The provisions of clauses 20 and 22 of the Facilities Agreement are incorporated into this Agreement as if set out in full, mutatis mutandis. The Security Agent may at any time without the consent of Grantor assign or transfer the whole or any part of its rights under this IP Security Agreement to any person to which it can transfer its rights in accordance with the terms of the Intercreditor Agreement and the Facilities Agreement. Grantor may not assign any of its rights or transfer any of its obligations under this IP Security Agreement or enter into any transaction which would result in any of these rights or obligations passing to another person without the express written consent of the Security Agent. This Agreement shall terminate upon the indefeasible payment in full of the Secured Liabilities and the termination of the Facilities Agreement, in which event, Security Agent shall, upon written request, furnish to Grantor all documents necessary to terminate the liens created under this Agreement and to terminate and remove this Agreement of record, at the sole cost and expense of Grantor.

SECTION 9. **Governing Law.** THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Grantor agrees that any action or claim arising out of, or any dispute in connection with, this IP Security Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of England in accordance with clause 51 of the Facilities Agreement and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon the Grantor by mail at the address specified for notices in clause 51 of the Facilities Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

[Remainder of page intentionally left blank]

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

GRANTOR

TWIN HILL ACQUISITION COMPANY, INC.

By: _____

Name: Morgan Atherton

Title: Executive Vice President, Treasurer, Secretary,
and Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006724 FRAME: 0975

SCHEDULE A

PATENTS AND PATENT LICENSES

None

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION	OWNER
TwinHill	3557482	January 6, 2009	United States	Twin Hill Acquisition Company, Inc.
TWINHILL	5114603	January 3, 2017	United States	Twin Hill Acquisition Company, Inc.
TWINHILL	1833576	June 21, 2017	Australia	Twin Hill Acquisition Company, Inc.
TWINHILL & Design	TMA520241	December 2, 1999	Canada	Twin Hill Acquisition Company, Inc.
TWINHILL	TMA807814	September 28, 2011	Canada	Twin Hill Acquisition Company, Inc.
TWINHILL	TMA692835	July 25, 2007	Canada	Twin Hill Acquisition Company, Inc.
TWINHILL	22162906	January 21, 2018	China	Twin Hill Acquisition Company, Inc.
TWINHILL	22162907	January 21, 2018	China	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	December 8, 2016	Colombia	Twin Hill Acquisition Company,

				Inc.
TWINHILL	9149006	November 16, 2010	European Union	Twin Hill Acquisition Company, Inc.
TWINHILL	303981457	May 2, 2017	Hong Kong	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	December 8, 2016	India	Twin Hill Acquisition Company, Inc.
TWINHILL	D00-2016-059899	Feb 28, 2018	Indonesia	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	April 5, 2018	International Bureau (WIPO)	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	September 15, 2017	Japan	Twin Hill Acquisition Company, Inc.
TWINHILL	1839728	December 8, 2016	Mexico	Twin Hill Acquisition Company, Inc.
TWINHILL	1839729	December 8, 2016	Mexico	Twin Hill Acquisition Company, Inc.
TWINHILL	1063113	August 1, 2017	New Zealand	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	May 4, 2017	Philippines	Twin Hill Acquisition Company,

				Inc.
TWINHILL	1336157	December 8, 2016	Republic of Korea	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	November 14, 2017	Russian Federation	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	October 6, 2017	Singapore	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	May 14, 2018	Switzerland	Twin Hill Acquisition Company, Inc.
TWINHILL	01863081	Aug 16, 2017	Taiwan R.O.C.	Twin Hill Acquisition Company, Inc.
TWINHILL	2206236	Feb 4, 2000	United Kingdom	Twin Hill Acquisition Company, Inc.
TWINHILL	1336157	December 8, 2016	Vietnam	Twin Hill Acquisition Company, Inc.

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

None