

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3376526

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	WGSN, INC.	05/20/2015
RECEIVING PARTY DATA		
Name:	DEUTSCHE BANK AG, LONDON BRANCH	
Street Address:	WINCHESTER HOUSE, 1 GREAT WINCHESTER ST.	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EC2N 2DB	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11726427
CORRESPONDENCE DATA		
Fax Number:	(866)826-5420	
<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:	301-638-0511	
Email:	penelope@ipresearchplus.com	
Correspondent Name:	CORPORATION SERVICE COMPANY	
Address Line 1:	1090 VERMONT AVENUE, STE 430	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	COS1-40127 (651416-5)	
NAME OF SUBMITTER:	PENELOPE J.A. AGODOA	
SIGNATURE:	/pja/	
DATE SIGNED:	06/01/2015	
Total Attachments: 5 source=40127#page1.tif source=40127#page2.tif source=40127#page3.tif source=40127#page4.tif source=40127#page5.tif		

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of 20 May 2015 is made by WGSN, Inc. (the "Grantor"), in favor of Deutsche Bank AG, London Branch, as Security Agent (the "Agent") for the Secured Parties under the Intercreditor Agreement, dated as of 21 April, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between, amongst others, the Parent, the Security Agent and the financial institutions listed therein.

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Intercreditor Agreement;

WHEREAS, in connection with the Secured Debt Documents, the Grantor has executed and delivered, as applicable, the Security Agreement or a written supplement in the form of Annex A thereto whereby the Grantor became a party to the Security Agreement, dated as of 19 May, 2015 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Patents;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Intercreditor Agreement and the Security Agreement.

2. Grant of Security Interest. Subject to the Agreed Security Principles, the Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Patent listed on Schedule A hereto, including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; provided, that (x) the Collateral for any Secured Obligations shall not include any Excluded Property and (y) none of the foregoing items shall constitute Collateral to the extent that the grant of the Security Interest therein would violate any Requirement of Law.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. For avoidance of doubt, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Senior Facilities Agreement.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Debt Financing Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WGSN, Inc.
as Grantor

By:



Name: Amanda Gradden

Title: Director

Deutsche Bank AG, London Branch,
as Security Agent

By:



Name:

Title: **Rajeev Thakeria**
Vice President

Leigh Muntz
Assistant Vice President

SCHEDULE A

U.S. Patent Registrations and Applications

OWNER	APPLICATION OR REGISTRATION NUMBER	TITLE
WGSN, Inc.	11/726, 427	System and Technique for editing and classifying documents