

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4281447

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CJSC "ROUST INC."	02/17/2017
RECEIVING PARTY DATA	
Name:	TMF TRUSTEE LIMITED
Street Address:	6 ST. ANDREW STREET
Internal Address:	FIFTH FLOOR
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC4 3AE
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D727166
CORRESPONDENCE DATA	
Fax Number:	(212)735-2000
<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:	212-735-2811
Email:	mribando@skadden.com
Correspondent Name:	SKADDEN, ARPS, SLATE, MEAGHER & FLOM
Address Line 1:	FOUR TIMES SQUARE
Address Line 2:	MONIQUE L. RIBANDO
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	154070/14
NAME OF SUBMITTER:	REBECCA RODAL
SIGNATURE:	/rebecca rodal/
DATE SIGNED:	02/18/2017
Total Attachments: 6	
source=EXECUTION Patent Security Agreement (Short Form)#page1.tif	
source=EXECUTION Patent Security Agreement (Short Form)#page2.tif	
source=EXECUTION Patent Security Agreement (Short Form)#page3.tif	
source=EXECUTION Patent Security Agreement (Short Form)#page4.tif	

source=EXECUTION Patent Security Agreement (Short Form)#page5.tif

source=EXECUTION Patent Security Agreement (Short Form)#page6.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") dated February 17, 2017, is made by CJSC "Roust Inc.", with its principal address at Novoorlovskaya Street 5, Moscow 119633 (the "Grantor") in favor of TMF TRUSTEE LIMITED, as Security Agent for the Secured Parties (as defined in the Indenture referred to below) (the "Security Agent").

Reference is made to the Indenture, dated as of February 17, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Indenture"), among, among others, ROUST CORPORATION, a company incorporated under the laws of New York, CEDC CORPORATION INTERNATIONAL, a company incorporated under the laws of New York, the other guarantors from time to time party thereto, BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, as trustee, THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A., as registrar, transfer agent, paying agent, MBANK S.A., as Polish security agent, and the Security Agent.

WHEREAS, as a condition precedent to the effectiveness of the Indenture, the Grantor has executed and delivered that certain Intellectual Property Security Agreement dated February 17, 2017, made by the Grantor to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Indenture and Security Agreement and not otherwise defined herein are used herein as defined in the Indenture and Security Agreement. For purposes of this Patent Security Agreement, (A) "Patents" means, collectively, (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including, with respect to the Grantor, those listed in Section III of the IP Perfection Certificate as owned by the Grantor, and (b) all (i) rights and privileges arising under applicable law with respect to any of the items referenced in clause (a), (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof, and (B) "Patent License"

means any written agreement, now or hereafter in effect, granting to any third party any right to develop, commercialize, import, make, have made, offer for sale, use or sell any invention on which a Patent, now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, is in existence, or granting to the Grantor any such right with respect to any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of the Grantor under any such agreement.

SECTION 2. Grant of Security. The Grantor hereby grants and hereby undertakes to grant to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to or under any and all of the following, whether 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 "Patent Collateral"):

a) all Patents registered, applied-for or otherwise held in the United States and owned by the Grantor, including, in any event, the issued Patent set forth on Schedule A attached hereto; and

b) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Patent Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security for Obligations. The grant of a security interest in the Patent Collateral by the Grantor under this Patent Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the applicable government officer record this Patent Security Agreement.

SECTION 5. Execution in Counterparts. This Patent 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. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

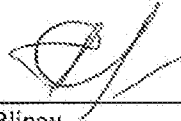
SECTION 7. Termination. This Patent Security Agreement shall terminate upon payment in full of the Secured Obligations (other than in respect of unasserted indemnification obligations and other obligations that survive the termination of this Agreement, in each case, not yet due and payable) or release of the Security Interest in the Patent Collateral in accordance with Section 6.12 of the Security Agreement.

SECTION 8. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE SECURITY INTEREST CREATED HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

CJSC "ROUST INC.,"
as a Grantor

By: 
Name: Ilya Blinov
Title: General Director of the Management
Company JSC "Roust Russia"

[Signature Page to Patent Security Agreement]

TMF TRUSTEE LIMITED, as Security Agent and
Grantee



By: _____

Name: Sue Lawrence

Title: Director

[Signature Page to Patent Security Agreement]

SCHEDULE A

Issued Patents and Patent Applications

<u>PATENT</u>	<u>PATENT NO.</u>	<u>FILING/ISSUE DATE</u>
Bottle	D727166	4/21/2015