

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DHR International, Inc.		06/21/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2932621	DHR	
Registration Number:	1904587	DHR	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4118709		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$65.00 2932621

TRADEMARK

Date:

06/26/2013

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 21st day of June, 2013, DHR International, Inc. a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 10 S. Riverside Plaza, Suite 2220, Chicago, Illinois 60606 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DHR INTERNATIONAL, INC.

By 
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005057 FRAME: 0060


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DHR INTERNATIONAL, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By  _____
Name _____
Title **Susanne Carroccia**
Vice President
Portfolio Manager

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	STATUS	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
United States of America	DHR	Registered	76/582502	22-Mar-2004	2932621	15-Mar-2005
United States of America	DHR & Design	Registered	74/475675	29-Dec-1993	1904587	11-Jul-1995
Benelux	DHR & Design	Registered	1034937	19-Jun-2003	736532	19-Jun-2003
Brazil	DHR logo	Pending	830891846	21-Dec-2010		
Canada	DHR & Design	Registered	1211329	23-Mar-2004	685237	30-Mar-2007
Chile	DHR logo	Unfiled				
China (People's Republic)	DHR logo	Registered	9740678	20-Jul-2011	9740698	14-Sept-2012
France	DHR & Design	Registered	06 3 404 714	20-Jan-2006	06 3 404 714	20-Jan-2006
Hong Kong	DHR & Design	Registered	300229437	08-Jun-2004	300229437	08-Jun-2004

India	DHR logo	Registered	1745583	20- Oct- 2008	1745583	20-Oct-2008
International Registration	DHR & Design	Registered	Z1230539	12- Mar- 2004	829544	12-Mar-2004
Mexico	DHR & Design	Registered	673715	25- Aug- 2004	859659	25-Aug-2004
Singapore	DHR & Design	Registered	T04/09237J	08- Jun- 2004	T04/09237J	08-Jun-2004