

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANAQUA, INC.		07/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	390 GREENWICH STREET		
Internal Address:	7TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2965468	ANAQUA	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	18385.004		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	07/28/2015		
Total Attachments: 12			
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NOTICE OF GRANT OF A SECURITY INTEREST— TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST - TRADEMARKS (this “*Notice of Grant of a Security Interest Trademarks*”) is made as of July 28, 2015, by ANAQUA, INC. (“*Grantor*”), in favor of CITIBANK, N.A., in its capacity as Administrative Agent and Collateral Agent for itself and the other Loan Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has entered into a Second Lien Guarantee and Collateral Agreement, dated July 28, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Loan Parties, a continuing second lien security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by the Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Loan Parties, a continuing second priority security interest in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the lien and security interest granted to Grantee pursuant hereto are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Notice of Grant of a Security Interest - Trademarks, the terms of the Intercreditor Agreement shall govern and control.

This Notice of Grant of a Security Interest - Trademarks may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest - Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ANAQUA, INC.,
A Delaware corporation

By: 
Name: Priya Iyer
Title: Chief Executive Officer

SIGNATURE PAGE TO NOTICE OF GRANT OF A SECURITY INTEREST – TRADEMARKS (SECOND LIEN)

TRADEMARK
REEL: 005586 FRAME: 0061

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Applicant/ Registrant*	Mark	Territory	Application Number; Application Date	Registration Number; Registration Date
Anaqua, Inc.	ANAQUA	Australia		IR779620 2/11/02
Anaqua, Inc.	ANAQUA	Austria		IR7796202; 2/11/02
Anaqua, Inc.	ANAQUA	Bangladesh	742130; 2/27/2002	
Anaqua, Inc.	ANAQUA	Bangladesh	74212; 2/27/02	
Anaqua, Inc.	ANAQUA	Benelux		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Bolivia	677-2002; 2/22/02	90931-C; 8/18/03
Anaqua, Inc.	ANAQUA	Bolivia	675-2002; 2/22/02	90929-C; 8/18/03
Anaqua, Inc.	ANAQUA	Bolivia	674-2002; 2/22/02	90928-C; 8/18/03
Anaqua, Inc.	ANAQUA	Bolivia	676-2002; 2/22/02	90930-C; 8/18/03
Anaqua, Inc.	ANAQUA	Brazil	824425626; 3/14/02	824425626; 4/24/07
Anaqua, Inc.	ANAQUA	Brazil	824425642; 3/14/02	824425642; 4/24/07
Anaqua, Inc.	ANAQUA	Brazil	824425634; 3/14/02	824425634; 4/24/07

Applicant/ Registrant*	Mark	Territory	Application Number; Application Date	Registration Number; Registration Date
Anaqua, Inc.	ANAQUA	Brazil	824425600; 3/14/02	824425600; 4/24/07
Anaqua, Inc.	ANAQUA	Bulgaria		IR779620;
Anaqua, Inc.	ANAQUA	Canada	1116082; 9/20/01	TMA706403; 2/4/08
Anaqua, Inc.	ANAQUA	China		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Costa Rica	2002-1375; 2/22/02	139.616; 08/05/2003
Anaqua, Inc.	ANAQUA	Cyprus (Republic of)	62458; 2/19/02	62458 11/24/2006
Anaqua, Inc.	ANAQUA	Cyprus (Republic of)	62459; 2/19/02	62459; 2/19/09 (renewed)
Anaqua, Inc.	ANAQUA	Cyprus (Republic of)	62460; 2/19/02	62460 11/24/2006
Anaqua, Inc.	ANAQUA	Cyprus (Republic of)	62461; 2/19/02	62461 09/21/2006
Anaqua, Inc.	ANAQUA	Cyprus (Turkish Republic of Northern)	5875; 6/27/02	5875; 6/27/09 (renewed)
Anaqua, Inc.	ANAQUA	Czech Republic		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Denmark		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Egypt	150022 04/01/2002	150022 05/18/2006
Anaqua, Inc.	ANAQUA	Egypt	150023; 4/1/2002	

Applicant/ Registrant*	Mark	Territory	Application Number; Application Date	Registration Number; Registration Date
Anaqua, Inc.	ANAQUA	Egypt	150024; 4/1/2002	
Anaqua, Inc.	ANAQUA	Egypt	150025; 4/1/2002	
Anaqua, Inc.	ANAQUA	Estonia		IR779620; 2/11/02
Anaqua, Inc.	Anaqua, Inc. A (Device)	European Community	003126265; 4/9/03	003126299 05/18/2005
Anaqua, Inc.	ANAQUA COLLABORAT ION (and Design)	European Community		003126265; 9/23/04
Anaqua, Inc.	ANAQUA	European Community	010543874 1/5/12	010543874; 8/14/12
Anaqua, Inc.	ANAQUA	Finland		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	France		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Germany (Federal Republic of)		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Greece		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Hong Kong	2552/2002 2/22/02	200403268; 3/10/04
Anaqua, Inc.	ANAQUA	Hong Kong	2553/2002 2/22/02	200500182; 1/17/05
Anaqua, Inc.	ANAQUA	Hong Kong	2554/2002 2/22/02	200407180; 8/6/04
Anaqua, Inc.	ANAQUA	Hong Kong	2555/2002	200500045;

Applicant/ Registrant*	Mark	Territory	Application Number; Application Date	Registration Number; Registration Date
			2/22/02	1 /7/05
Anaqua, Inc.	ANAQUA	Hungary		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	India	1082442; 2/21/02	1082442 05/21 /2007
Anaqua, Inc.	ANAQUA	India	1237795; 9/17/03	604537 02/10/2007
Anaqua, Inc.	ANAQUA	India	1237793; 9/17/03	492262 12/20/2005
Anaqua, Inc.	ANAQUA	India	1237794; 9/17/03	503436 01 /02 2006
Anaqua, Inc.	ANAQUA	International		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Ireland (Republic of)		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Israel	155474; 2/21/02	155474 03/04/2003
Anaqua, Inc.	ANAQUA	Israel	155475; 2/21/02	155475 03/04/2003
Anaqua, Inc.	ANAQUA	Israel	155481; 2/21/02	155481 03/04/2003
Anaqua, Inc.	ANAQUA	Israel	155476; 2/21/02	155476 06/02/2003
Anaqua, Inc.	ANAQUA	Italy		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Japan		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Jordan	65668;	65668

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			2/26/02	06/04/2003
Anaqua, Inc.	ANAQUA	Jordan	65932; 2/26/02	65932 04/09/2003
Anaqua, Inc.	ANAQUA	Jordan	65931; 2/26/02	65931 04/09/2003
Anaqua, Inc.	ANAQUA	Latvia		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Lebanon	89923; 2/25/02	89923 02/25/2002
Anaqua, Inc.	ANAQUA	Lithuania		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Macau	9334; 2/25/02	9334 08/09/2002
Anaqua, Inc.	ANAQUA	Macau	9335; 2/25/02	9335 08/09/2002
Anaqua, Inc.	ANAQUA	Macau	9336; 2/25/02	9336 08/09/2002
Anaqua, Inc.	ANAQUA	Macau	9337; 2/25/02	9337 08/09/2002
Anaqua, Inc.	ANAQUA	Malaysia	02001880; 2/20/02	02001880; 3/7/07
Anaqua, Inc.	ANAQUA	Malaysia	02001879; 2/20/02	2002/01879 12/04/2004
Anaqua, Inc.	ANAQUA	Malaysia	02001878; 2/20/02	02001878 12/04/2005
Anaqua, Inc.	ANAQUA	Malaysia	02001881; 2/20/02	4/26/05
Anaqua, Inc.	ANAQUA	Mexico	520277;	796907;

Applicant/ Registrant*	Mark	Territory	Application Number; Application Date	Registration Number; Registration Date
			11/28/01	6/26/03
Anaqua, Inc.	ANAQUA	Mexico	533915; 2/22/02	751702; 6/26/02
Anaqua, Inc.	ANAQUA	Mexico	520276; 11/28/01	771839; 11/29/02
Anaqua, Inc.	ANAQUA	Mexico	520275; 11/28/01	771838; 11/29/02
Anaqua, Inc.	ANAQUA	Mexico	533914; 2/22/02	811555; 10/29/03
Anaqua, Inc.	ANAQUA	Mozambique	12570/2007; 11/16/07	12570/07 07/02/2008
Anaqua, Inc.	ANAQUA	Mozambique	12572/2007; 11/16/07	12572/07 07/02/2008
Anaqua, Inc.	ANAQUA	Mozambique	12571/2007; 11/16/07	12571/07 09/03/2008
Anaqua, Inc.	ANAQUA	Mozambique	12573/2007; 11/16/07	12573/07 09/03/2008
Anaqua, Inc.	ANAQUA	New Zealand	645779; 9/20/01	645779; 1/7/03
Anaqua, Inc.	ANAQUA	New Zealand	645780 9/20/01	645780; 12/9/02
Anaqua, Inc.	ANAQUA	New Zealand	645781; 9/20/01	645781; 12/9/02
Anaqua, Inc.	ANAQUA	New Zealand	659394; 6/21/02	659394; 12/24/02
Anaqua, Inc.	ANAQUA	Nigeria	TP63904/2002; 3/20/02	
Anaqua, Inc.	ANAQUA	Nigeria	TP63905/2002;	

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			3/20/02	
Anaqua, Inc.	ANAQUA	Norway		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Pakistan	176357 02/26/2002	176357 06/16/2007
Anaqua, Inc.	ANAQUA	Pakistan	176404 02/28/2002	176404 04/04/2008
Anaqua, Inc.	ANAQUA	Pakistan	193886; 4/19/04	193886 05/23/2012
Anaqua, Inc.	ANAQUA	Pakistan	194021 04/19/2004	194021 04/30/2012
Anaqua, Inc.	ANAQUA	Philippines	42002001435; 2/18/02	42002001435; 7/8/04
Anaqua, Inc.	ANAQUA	Poland		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Portugal		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Romania		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Slovak Republic		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Slovenia		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	South Korea	45-2002- 0000706; 2/22/02	4500081000000; 9/8/03
Anaqua, Inc.	ANAQUA	Spain		IR779620; 2/11/02

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Anaqua, Inc.	ANAQUA	Sri Lanka	106932; 8/24/2001	
Anaqua, Inc.	ANAQUA	Sri Lanka	107133; 3/7/02	
Anaqua, Inc.	ANAQUA	Sri Lanka	106934 02/22/2002	106934 07/12/2006
Anaqua, Inc.	ANAQUA	Sri Lanka	106933 2/22/2002	106933 05/07/2009
Anaqua, Inc.	ANAQUA	Sweden		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Switzerland		IR779620; 2/11/02
Anaqua, Inc.	ANAQUA	Syria	296-9-182754 07/06/2003	86821; 9/6/03
Anaqua, Inc.	ANAQUA	Taiwan	090042874; 10/19/01	01043265; 5/16/03
Anaqua, Inc.	ANAQUA	Taiwan	090042873; 10/19/01	00177057; 2/16/03
Anaqua, Inc.	ANAQUA	Trinidad and Tobago	32703; 2/22/02	32703 02/28/2006
Anaqua, Inc.	ANAQUA	United Arab Emirates	47770; 5/26/02	47770 05/08/2012
Anaqua, Inc.	ANAQUA	United Arab Emirates	46602; 3/12/02	46602 05/05/2013
Anaqua, Inc.	ANAQUA	United Arab Emirates	46603; 3/12/02	46603 05/06/2003
Anaqua, Inc.	ANAQUA	United Arab Emirates	46604; 3/12/02	46604 04/16/2003

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Anaqua, Inc.	ANAQUA	United Arab Emirates	46605; 3/12/02	46605 04/27/2003
Anaqua, Inc.	ANAQUA	United Kingdom	00002279121; 8/24/01	00002279121; 7/12/02
Anaqua, Inc.	ANAQUA	United States of America	76/323,355; 10/10/01	2965468; 7/12/05
Anaqua, Inc.	ANAQUA	Venezuela	2002-002739; 2/22/02	P246315; 8/22/03
Anaqua, Inc.	ANAQUA	Venezuela	2002-002740; 2/22/02	S022695; 8/22/03
Anaqua, Inc.	ANAQUA	Venezuela	2002-002741; 2/22/02	S022696; 8/22/03
Anaqua, Inc.	ANAQUA	Venezuela	2002-002742; 2/22/02	S022697; 8/22/03
Anaqua Services	IAMOSS	France	3303432; 07/12/04	(04)3303432; 12/24/04
Anaqua Services	SGA2	France	3303431; 07/12/04	(04)3303431; 12/24/04
Anaqua, Inc.	ANAQUA	Taiwan	090042872; 10/19/01	00177637; 02/16/03