

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delsey		07/11/2018	Société Anonyme (Sa):
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited		
Street Address:	1 King's Arms Yard		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	74660479		
Serial Number:	86975697	DELSEY	
Serial Number:	73801505	HELIUM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tmdocket@arentfox.com, jason.mazur@arentfox.com		
Correspondent Name:	Jason J. Mazur		
Address Line 1:	1717 K Street, NW		
Address Line 4:	Washington, D.C. 20036-5344		
ATTORNEY DOCKET NUMBER:	023210.00318		
DOMESTIC REPRESENTATIVE			
Name:	Jason J. Mazur		
Address Line 1:	1717 K Street, NW		
Address Line 4:	Washington, D.C. 20006-5344		
NAME OF SUBMITTER:	Jason J. Mazur		
SIGNATURE:	/Jason J. Mazur/		
DATE SIGNED:	08/22/2018		

CH \$90.00 74660479

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2018, is made by DELSEY, société anonyme organized under the laws of France (the "Grantor"), in favor of WILMINGTON TRUST (LONDON) LIMITED, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") on behalf of itself and the New Money Bondholders (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of July 11, 2018 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Security Agreement"), by and among the Grantor and the Agent, Grantor granted a security interest to the Agent, on behalf of itself and the New Money Bondholders, to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor is obligated under the terms of the Security Agreement to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment, performance and observance of the Secured Obligations, subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Agent, for the benefit of itself and the New Money Bondholders, a first priority security interest upon all of Grantor's right, title and interest in, to and under the following (the "Trademark Collateral"):

- (a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule I hereto;
- (b) all Trademark Licenses;
- (c) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

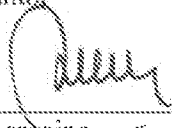
[SIGNATURE PAGE FOLLOWS]



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

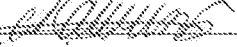
Very truly yours,

DELSEY, as Grantor

By: 
Name: Isabelle Lemoine
Title: Président du Conseil d'Administration --
Administrateur



Accepted and Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED

By: 
Name: Ekoue Kangni
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Country	Class	Status	Filing Number	Filing Date	Registration Number	Registration Date
	USA	18	Registered	74660479	13 April 1995	2068341	10 June 1997
DELSEY	USA	18	Registered	86975697	6 Sept 2013	4650555	2 Dec 2014
HELIUM	USA	18	Registered	73801505	22 May 1989	1670253	31 Dec 1991
	USA	18	Registered	79164891	11 Dec 2014	4903368	23 Feb 2016
SECURITECH	USA	09 18	Registered	79078195	4 Nov 2009	3841701	31 Aug 2010

2. TRADEMARK APPLICATIONS

None.

Handwritten initials/signature