

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delsey		02/01/2019	Société Anonyme (Sa): FRANCE
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	
Registration Number:	2068341		
Registration Number:	4650555	DELSEY	
Registration Number:	1670253	HELIUM	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2027158409		
Email:	tmdocket@arentfox.com, jason.mazur@arentfox.com		
Correspondent Name:	ARENT FOX LLP		
Address Line 1:	1717 K Street, NW		
Address Line 2:	attn: Jason Mazur		
Address Line 4:	Washington, D.C. 20036-5344		
ATTORNEY DOCKET NUMBER:	023210.00318		
DOMESTIC REPRESENTATIVE			
Name:	ARENT FOX LLP		
Address Line 1:	1717 K Street, NW		
Address Line 2:	attn: Jason J. Mazur		
Address Line 4:	Washington, D.C. 20006-5344		

CH \$90.00 2068341

NAME OF SUBMITTER:	Jason J. Mazur
SIGNATURE:	/Jason J. Mazur/
DATE SIGNED:	02/04/2019
Total Attachments: 6 source=Delsey - Amended and Restated Security Agreement#page1.tif source=Delsey - Amended and Restated Security Agreement#page2.tif source=Delsey - Amended and Restated Security Agreement#page3.tif source=Delsey - Amended and Restated Security Agreement#page4.tif source=Delsey - Amended and Restated Security Agreement#page5.tif source=Delsey - Amended and Restated Security Agreement#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of February 1, 2019, is made by DELSEY, société anonyme organized under the laws of France (the “Grantor”), in favor of WILMINGTON TRUST (LONDON) LIMITED, as security agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) on behalf of itself and the Bondholders (as defined in the Subscription Agreement referred to in the Security Agreement defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of February 1, 2019 (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 Security Agent, Grantor granted a security interest to the Security Agent, on behalf of itself and the Bondholders, to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has previously entered into that certain Trademark Security Agreement, dated as of July 11, 2018, from the Grantor in favor of the Security Agent (the “Existing Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on September 22, 2019 under Reel 006419 and Frame 0939.

WHEREAS, Grantor has requested that the Security Agent agree to amend and restate the Existing Trademark Security Agreement, and the Security Agent is willing to so amend and restate the Existing Trademark Security Agreement on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, , the Grantor hereby agrees with Security 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 Security Agent, for the benefit of itself and the 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 1 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 Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Security 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.

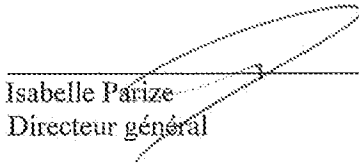
Section 7. Amendment and Restatement; No Novation. This Trademark Security Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement. All obligations and all security interests granted under the Existing Trademark Security Agreement are hereby renewed and continued and hereafter will be governed by this Trademark Security Agreement. The execution and delivery of this Trademark Security Agreement is not intended to constitute a novation of any of the liens, security interests or other obligations evidenced or created by the Existing Trademark Security Agreement. As of the date hereof, the terms of the Existing Trademark Security Agreement shall be amended, amended and restated, supplemented, modified, and restated in their entirety by the terms set forth herein, and all security interests granted thereunder shall be deemed to be obligations outstanding under this Trademark Security Agreement without any further action by any Person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated 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 Parize
Title: Directeur général

Accepted and Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED

By: _____
Name: Ekoue Kangni
Title: Vice President

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated 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 Parize
Title: Directeur général

Accepted and Acknowledged:

WILMINGTON TRUST (LONDON) LIMITED

By: _____
Name: Ekoue Kangni
Title: Vice President

WITNESS


Karl N. Bimbe-Sono
Jurist

SCHEDULE I
TO
AMENDED AND RESTATED 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.