



**Registration of a Charge**

Company name: **ASPREY HOLDINGS LIMITED**

Company number: **00103844**

Received for Electronic Filing: **18/06/2015**



X49SRFTD

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**Details of Charge**

Date of creation: **29/05/2015**

Charge code: **0010 3844 0027**

Persons entitled: **GORDON BROTHERS FINANCE COMPANY**

Brief description: **TRADEMARKS: 'PURPLE WATER' (REGISTRATION NUMBER 3540487) REGISTERED ON 2/12/2008, 'ASPREY' (REGISTRATION NUMBER 4259788) REGISTERED ON 18/12/2012, AND ALL OTHER INTELLECTUAL PROPERTY LISTED IN SCHEDULE 1 OF THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**





## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 103844

Charge code: 0010 3844 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2015 and created by ASPREY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2015 .

Given at Companies House, Cardiff on 19th June 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 29<sup>th</sup> day of May, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and Gordon Brothers Finance Company, a Delaware corporation, in its capacity as agent (in such capacity, “Agent”), for itself and the benefit of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 29, 2015, by and among AIL Finance Corporation Ltd., an exempted company incorporated under the laws of the Cayman Islands with registration number 258333 (“AIL Finance”), Asprey London Limited, a private company organized under the laws of England and Wales (“Asprey UK”), Asprey Limited, a New York corporation (“Asprey US”, and together with AIL Finance and Asprey UK, each individually a “Borrower” and collectively, “Borrowers”) and the guarantors from time to time party hereto by execution of a joinder agreement (the “Guarantors”), the lenders from time to time thereto (the “Lenders”) and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Lenders (or Agent on behalf of Lenders) have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders (or Agent on behalf of Lenders) are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent the Amended and Restated Security Agreement, dated as of May 29, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the benefit of the Secured Parties, this Trademark Security Agreement;

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 are hereby acknowledged, Grantors hereby agree as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for itself and the benefit of the Secured Parties, and to Agent, for the benefit of the Security Trustee pursuant to the Security Trust Deed, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Agent or Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for itself and the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. Grantors shall give Agent not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY

AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS  
REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

Signed by John Rigas, as )  
Director for and on behalf of )  
ASPREY HOLDINGS LIMITED)

Signature

A handwritten signature in black ink, appearing to be 'JR' or similar, written over a horizontal line.

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GORDON BROTHERS FINANCE COMPANY

By: Oswald C. Street, IV


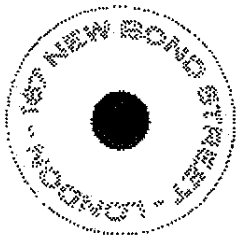

Name: Oswald C. Street, IV

Title: Chief Financial Officer



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. U.S. Trademark Registrations/Applications

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Asprey Holdings	PURPLE WATER	3540487	12/2/2008	12/2/2018
Asprey Holdings	ASPREY	4259788	12/18/2012	12/18/2022
Asprey Holdings	 IT CAN BE DONE	3746963	2/9/2010	2/9/2020
Asprey Holdings	ASPREY	3651351	7/7/2009	7/7/2019
Asprey Holdings	 NEW BOND STREET - LONDON -	3221016	3/27/2007	3/27/2017
Asprey Holdings	PURPLE WATER	2993711	9/13/2005	9/13/2015
Asprey Holdings		3031058	12/20/2005	12/20/2015
Asprey Holdings	ASPREY	2271803	8/24/1999	8/24/2019
Asprey Holdings	ASPREY	2320207	2/22/2000	2/22/2020
Asprey Holdings	ASPREY	2295152	11/30/1999	11/30/2019
Asprey Holdings	ASPREY	2336627	2/16/1999	2/16/2019
Asprey Holdings	ASPREY	2462024	11/30/1999	11/30/2019

Asprey Holdings	Asprey	1925944	10/10/1995	10/10/2015
Asprey Holdings	ASPREY	1378032	1/14/1986	1/14/2016
Asprey Holdings	ASPREY	1054167	12/7/1976	12/7/2016
Asprey Holdings	ASPREY	0529133	8/15/1950	8/15/2020
Asprey Holdings	ASPREY	0532072	10/17/1950	10/17/2020

2. Foreign Trademark Registrations/Applications

See Schedule 5 to Perfection Certificate

3. Licenses

- a. License Agreement, dated as of September 8, 2014, by and between Asprey Holdings and AIL Finance, as amended by Amendment Agreement, dated as of May 29, 2015
- b. License Agreement, dated as of May 29, 2015, by and among Asprey Holdings, Asprey UK and Asprey US